

***United States Court of Appeals
for the Second Circuit***



EXHIBITS

77-7075

To be Argued by
RICHARD W. BALDWIN

UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

-----X
:
ESSO NEDERLAND b.v.,

Plaintiff-Appellee,

-against-

M. T. TRADE FORTITUDE, her engines,
boilers, etc. and MARASTRO COMPANIA
NAVIERA, S. A.,

Defendants-Appellants.
-----X

B
173
Docket Number
77-7075

JOINT APPENDIX

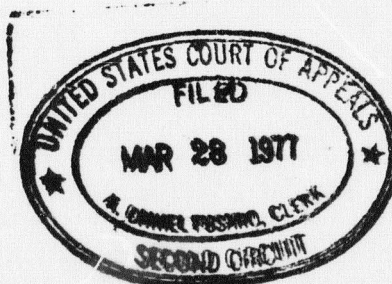
(Exhibits)

(On Appeal from the United States District
Court for the Southern District of New York)

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Richard W. Baldwin
Eugene J. O'Connor



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
ESSO NEDERLAND b.v., :
 :
Plaintiff, :
 :
-against- :
 :
M.T. TRADE FORTITUDE, her engines, :
boilers, etc., and MARASTRO COMPANIA :
NAVIERA, S.A., :
 :
Defendants. :
-----X

JOINT APPENDIX
(Exhibits)

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AGREEMENT FOR SUPPLY OF CRUDE OILS

This Agreement between Esso International Inc., of 15 West 51st Street, New York, N.Y. (hereinafter called "Supplier") and Esso Nederland N.V. of 7. Zuid-Hollandlaan, P.O. Box 110, The Hague, Netherlands (hereinafter called "Purchaser") is effective as of 1 June, 1970.

- A. The Parties to this Agreement expressly recognize, and in carrying out this Agreement will consider, the following:
1. That in order to meet the demands of Purchaser's market, Purchaser must import the greater part of its raw material needs in the form of crude oil;
 2. That Purchaser has for many years been a major supplier of energy in its market area and intends to exercise all diligence to continue to fulfill this role, and that any interruption or disruption in meeting said role would result not only in a loss of income to Purchaser during such interruption or disruption but would also jeopardize Purchaser's long term marketing position and goodwill in said marketing areas;
 3. That recent events affecting many crude oil exporting countries make it inadvisable to rely upon any single country or limited group of countries as a source of crude oil;
 4. That Purchaser's marketing requirements are subject to broad changes, both short term and long term, as to type and amount of products required, and that Purchaser's refining facilities produce a relatively fixed range of products when processing a fixed range of crude oils, such that operation of Purchaser's refineries requires that Purchaser have available a broad and flexible supply of crude oils;
 5. That Supplier has available from many sources an extensive range of grades, types and countries of origin of crude oil, which would permit operation of Purchaser's refineries under all reasonably foreseeable circumstances.
 6. That the policy of Supplier and Supplier's affiliated producers of crude oil is to maintain reserve producing capacity.

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E. I. I. Document ... 2683

B. IT IS AGREED, as follows:

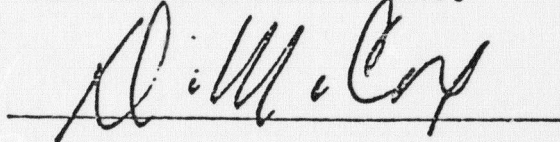
1. Purchaser agrees to obtain from Supplier Purchaser's entire requirements for crude oil which Purchaser is free to import.
2. Supplier agrees to sell and deliver at the loading port, or cause to be so sold and delivered to Purchaser, such entire requirements of Purchaser for crude oil.
3. Supplier agrees to provide Purchaser a secure supply of crude oil to meet Purchaser's product requirements and refining capabilities. In the event of disruptions in the supply of any crude oil which would have been supplied pursuant to this Agreement, Supplier will make every effort on a high priority basis consistent with the extraordinary circumstances then prevailing to provide Purchaser with other crude oils suitable to Purchaser's requirements and capabilities. If certain portions of these requirements are not so supplied, Purchaser may solicit such supplies elsewhere.
4. In the event that crude oil purchased under this Agreement becomes surplus to Purchaser's requirements or capabilities, Supplier guarantees to repurchase, or cause to be repurchased, such crude oil at the prices specified therefor in Appendix I to this Agreement. Where such repurchase occurs at a place other than the loading port for such crude oil as specified in said Appendix I, the repurchase price shall make proper allowance for freight, in transit losses, and other costs of transporting the oil to the place of purchase.
5. In addition to the foregoing obligations, Supplier agrees to provide to Purchaser such ancillary assistance as Supplier is uniquely capable of providing in Supplier's role as a world-wide purchaser and seller of crude oil and petroleum products. In particular Supplier shall assist Purchaser in transactions with other companies not domiciled in Europe, including:
 - (a) Assistance in obtaining outlet for products outside Purchaser's local market;
 - (b) Assistance in the development of processing arrangements;
 - (c) Assistance in obtaining supplies of petroleum products not available to Purchaser from Purchaser's normal refining capacity; 1683

- (d) Assistance in technical, economic and financial aspects of the above transactions, including credit analysis, collection assistance and settlement of claims.
6. Purchaser agrees to pay Supplier promptly for all crude oil purchased under this Agreement on the basis of the prices specified in or determined pursuant to Appendix I hereto. Either Party may at any time and from time to time, upon telegraphic notice to the other Party, initiate a renegotiation of the price of any crude oil specified in said Appendix I. If the Parties do not within 30 days from the receipt of such notice agree upon a price for such crude oil, then effective 180 days from the receipt of such notice Supplier and Purchaser shall be relieved of their respective obligations to supply and purchase such crude oil.
7. This Agreement shall be subject to cancellation by either party 180 days after written notice of cancellation thereof is given.
8. The provisions of Appendices I and II of this Agreement shall be considered as a part of this Agreement and shall be governing upon the parties hereto, except to the extent such terms and conditions are inconsistent with the terms and conditions specified in the body of this Agreement, in which case the terms and conditions of the latter shall govern.

ESSO NEDERLAND N.V.



ESSO INTERNATIONAL INC.



APPENDIX I

The schedule below comprises Supplier's grades of Eastern Hemisphere crude oils which have been shown by experience to be of primary interest to Purchaser. Supplier has demonstrated ability to arrange supplies of other grades of both Eastern and Western Hemisphere origin in which Purchaser may express interest from time to time, in substitution for those grades listed below, and Supplier is prepared to discuss such possibilities at Purchaser's request at any time. In particular, it is noted that Supplier's affiliated companies produce in Venezuela the grades of crude listed on Table I attached.

Primary Grades

<u>Name</u>	<u>°API</u>	<u>Loading Port</u>	<u>Price \$/B</u>
Brega	40.0/40.9	Marsa el Brega	1.92
Arab Light	34.0/34.9	Sidon	1.86
Kirkuk	36.0/36.9	Banias/Tripoli	1.88
Mosul/Kirkuk	35.0/35.9	Tripoli	1.87
Bai Hassan/Jambur	34.0/34.9	Tripoli	1.76
Arab Light	34.0/34.9	Ras Tanura	1.34
Arab Medium	29.0/29.9	Ras Tanura	1.24
Arab Heavy	27.0/27.9	Ras Tanura	1.16
Iranian Light	34.0/34.9	Bandar Mashur	1.32
Iranian Light	34.0/34.9	Kharg Island	1.33
Iranian Light	34.0/34.9	Abadan	1.27
Iranian Heavy	31.0/31.9	Kharg Island	1.26
Iranian Heavy	31.0/31.9	Abadan	1.21
Basrah	35.0/35.9	Fao/Khor-al-Amaya	1.28
Qatar	41.0/41.9	Umm Said	1.50
Murban	39.0/39.9	Jebel Dhanna	1.49
Kuwait	31.0/31.9	Mena al Ahmadi	1.22
Nigerian Light	34.0/34.9	Bonny	1.82
Sarir	36.0/36.9	Marsa El Hariga	1.85

APPENDIX I (contd.)

The prices listed above shall apply to crude oil within the gravity range indicated. Should the gravity delivered vary from the indicated gravity, the price shall escalate in accordance with the following schedule: for each full degree API by which the gravity of the crude loaded is below the upper limit of the range indicated for that grade, \$0.01 per barrel will be deducted, and for each full degree API by which the gravity of the crude loaded is above the lower limit of the gravity range indicated for that grade, \$0.01 per barrel will be added.

APPENDIX II

1. GENERAL

Section 1.1. The general provisions of this Appendix II, unless they otherwise provide, shall be deemed subordinate to the provisions of the Agreement for Supply of Crude Oils insofar as the latter are at variance with the provisions appearing in this Appendix; but this Appendix shall be controlling to the extent it is not at variance with such Agreement.

2. QUANTITY QUALITY DETERMINED

Section 2.1. The quantity and quality of the Oil shall be determined by Supplier's personnel, as inspector, unless Purchaser or Supplier desires an independent inspector. In the latter case such inspector shall be appointed jointly and the cost of his services shall be shared equally by the parties. The inspector's determinations as to quantity and quality shall be conclusive and binding upon both parties.

Section 2.2. The quantity of each cargo shall be determined by taking the temperature of and measuring and gauging the Oil either in the tanks from which delivery is made, both immediately before and immediately after delivery, or by using meters where meters are available and their use has been approved by the inspector. Temperature corrections to 60°F. for deliveries made by Supplier in the Western Hemisphere shall be made in accordance with Table No. 7 of the 1952 Petroleum Measurement Tables of the American Society for Testing Materials and the Institute of Petroleum (ASTM Designation: D1250; II Designation: 200) and for deliveries made by Supplier in the Eastern Hemisphere, table No. 6 thereof, or such other standards as the parties hereto may hereafter agree shall be used in lieu thereof. If delivery meters are used, built-in temperature compensators may be employed.

Section 2.3. Samples of the Oil shall be taken from the shore tanks from which the vessel is to be loaded, or from the delivery lines when line sampling devices are available and their use has been approved by the inspector. Tests to determine quality shall be made from such samples and shall be made in accordance with the latest standard or tentative standard methods of the American Society for Testing Materials as to which information was available in official publications of said Society on the date of this agreement.

Section 2.5. Any claims as to shortage in quantity or defects in quality of the cargo must be made by written notice to Supplier within 60 days after delivery to vessel at port of loading; otherwise any such claim shall be deemed to have been waived.

3. PRICE

Section 3.1. Purchaser shall pay Supplier for each quantity of Oil, sold and delivered hereunder as determined under the foregoing Sections, the price specified in Appendix I hereof, FOB tank vessel at loading port in the currency of the United States of America. This Section is subject to the provisions of Sections 5.2 and 9.1.

4. PAYMENT

Section 4.1. Payment for the Oil shall be made by Purchaser to Supplier promptly following the delivery thereof, at Supplier's address set forth in the opening sentence of this agreement, in net cash without discount or allowance in the currency of the United States of America.

5. DELIVERY

Section 5.1. Delivery of Oil hereunder shall be made in bulk to Purchaser free on board (FOB) tank vessel to be provided by Purchaser at the place of delivery. Such delivery shall be made by the Supplier, except as Supplier may designate other parties from time to time to make such delivery.

Section 5.2. Title to the Oil delivered hereunder, and risk of loss thereof, shall pass to Purchaser when the Oil passes the flange connection between the delivery hose and the vessel's cargo intake; provided, however, that any loss of or damage to the Oil during loading that is caused through the fault of the vessel shall be for Purchaser's account. All purchases of Oil provided for hereunder shall be deemed to occur when such Oil is delivered. Supplier may also make certain deliveries of Oil to Purchaser at Purchaser's designated discharge port with title to the Oil passing at the point of discharge.

6. VESSEL NOMINATION

Section 6.1. Purchaser shall nominate each vessel by notice to Supplier given in writing at least 30 days in advance of its arrival at loading port, stating the following: (a) name and size of vessel to be loaded, (b) scheduled date of its arrival, (c) quantity of Oil to be delivered to vessel, and (d) full instruction regarding vessel, the makeup and disposition of bills of lading and other documents - all of which shall be acceptable to Supplier and may only be changed with Supplier's consent at any time. Such notice shall also contain orders for port(s) of discharge.

Section 6.2. Purchaser shall be entitled to substitute another vessel of similar size for any vessel so nominated, provided Purchaser gives written notice thereof to Supplier not less than 3 days before the latest accepted scheduled date of arrival at loading port of the vessel originally nominated, stating with

respect to the substituted vessel, its name, position, size, scheduled date of arrival, quantity of Oil to be lifted thereby and full instructions corresponding to those referred to in the preceding Section. The scheduled date of arrival of the substituted vessel and the quantity of Oil to be lifted thereby shall not, without prior written consent of Supplier differ from the latest accepted scheduled date and quantity for the vessel originally nominated.

7. VESSEL LOADING CONDITIONS

Section 7.1 Supplier shall provide safe berth for Purchaser's vessel free of all wharfage dockage and quay dues and of sufficient depth to permit Purchaser's vessel to lie always safely afloat. Supplier or Supplier's supplier shall have the right to shift or require Purchaser to shift the vessel at port of loading from one safe berth to another. Supplier shall pay all expenses incurred in shifting the vessel except for those incurred as a result of any of the following reasons, in which case Purchaser shall pay such shifting expenses: (a) delay to the vessel in reaching or clearing her berth, caused by conditions not reasonably within Supplier's or Supplier's supplier's control; (b) breakdown or inability of the vessel's facilities to load the cargo within the time allowed; (c) if Purchaser or owners or operators of vessel or Port Authorities prohibit loading at any time; (d) if loading is delayed or interrupted by weather; (e) discharging ballast or slops; and (f) awaiting customs and immigration clearance and pratique. Time consumed on account of shifting shall be treated in accordance with Section 8.1. While loading, the vessel shall be governed by all applicable regulations in force at loading port. Purchaser's vessel shall vacate the berth as soon as loading is completed.

Section 7.2. Purchaser shall notify Supplier at loading port of the expected hour of arrival at least 72 hours before arrival. After the vessel has arrived at loading port and is ready to load, Purchaser shall cause notice of readiness of the vessel to receive the Oil to be given to Supplier at loading port.

Section 7.3. Supplier shall not in any case be obligated to load the vessel if it arrives more than 10 days after the latest accepted scheduled date of arrival, unless Supplier notifies Purchaser to the contrary.

Section 7.4. Lighterage, if any, shall be at the expense and risk of Purchaser; but if lighterage should be required solely because of Supplier's failure to provide a berth, such lighterage shall be at the expense and risk of Supplier.

8. DEMURRAGE

Section 8.1 All loadings of crude for Purchaser hereunder shall be subject to the terms and conditions of the SPRINT Agreement dated December 31, 1969, as amended hereafter, so far as loading port demurrage is concerned.

TAXES

Section 9.1. As between Purchaser and Supplier, all duties and other charges on the vessel, including Habilitaciones (customs overtime), and taxes on freight charges at the port of loading shall be borne by Purchaser. Consular fees shall be paid by Purchaser.

10. FORCE MAJEURE

Section 10.1. No failure or omission to carry out or to observe any of the terms, provisions or conditions of this agreement shall give rise to any claim by one party hereto against the other, or be deemed to be a breach of this agreement if the same shall be caused by or arise out of war, hostilities, acts of the public enemy or of belligerents, sabotage, blockade, revolution, insurrection, riot or disorder; arrest or restraint of princes, rulers or peoples; expropriation, requisition, confiscation or nationalisation; embargoes, export or import restrictions or rationing or allocation, whether imposed by law, decree or regulation or by voluntary cooperation of industry at the insistence or request of any governmental authority or person purporting to act therefor; interference by or restriction or regulations imposed upon either party by any governmental authority to whose jurisdiction that party is subject, whether civil or military, whether legal or de facto, or whether purporting to act under some constitution, decree, law or otherwise; Act of God, fire frost or ice, earthquake, storm, lightning, tide, tidal wave, or perils of the sea, accidents of navigation or breakdown or injury of vessels; loss of tanker tonnage due to sinking by belligerents or to governmental taking, whether or not by formal requisition;

accidents to or closing of harbors, docks, canals, channels or other assistances to or adjuncts of shipping or navigation; epidemic, quarantine, strikes or combination of workmen, lockouts, or other labour disturbances; explosion, accidents by fire or otherwise to wells, pipes, storage facilities, refineries, installations, machinery, unavailability of Oil because of the election of the Government of the country of its origin to take royalty oil in kind; unavailability or curtailment of oils or materials or equipment; or any event, matter or thing wherever occurring and whether or not of the same class of kind as those above set forth, which shall not be reasonably within the control of the party affected thereby. When the term "party" as used in this Section 10 applies to Supplier, it shall also include Supplier's Suppliers.

Section 10.2. Notwithstanding the provisions of Section 10.1 Purchaser shall not be relieved of any obligation to make payments hereunder in U.S. dollars for the Oil delivered hereunder.

Section 10.3. If any of the events enumerated in Section 10.1 shall have occurred, Supplier shall not be required to allocate or prorate among its customers (including Purchaser) the supplies of Oil Supplier has available for delivery at the time of the occurrence or for the duration of such event, but Supplier shall be free to make deliveries to such of its customers in such amounts and manner as Supplier shall determine.

Section 10.4. If Supplier or Supplier's Supplier is prevented from delivering or Purchaser from receiving all or any Oil to be sold under this agreement, the reason for which falls within the provisions of Section 10.1 hereof, then the party so prevented shall as to the remainder of the Oil not affected thereby, promptly resume performance of this agreement and to that end such party shall remove or remedy the cause of such interruption as rapidly as may be practicable.

Section 10.5. No curtailment or suspension of deliveries, or receipt of deliveries, pursuant to Section 10.1 shall operate to extend the period of this agreement or to terminate this agreement. All Oil, the delivery or receipt of which has been prevented as stated in Section 10.4., shall, unless otherwise agreed, be deducted from the amount required to be delivered and received hereunder.

11. NOTICES

Section 11.1. All notices, statements and other communications to be given, submitted, or made hereunder by either party to the other shall be sufficiently given if in writing and sent by post, postage paid, or by telegraph, radio or cable to the address of such other party. -

12. DEFINITIONS

Section 12.1. As used in this Agreement, the following terms shall have the following meanings: "Ton" - a long ton of 2,240 pounds; "gallon" - a U.S. standard gallon of 231 cubic inches at 60° Fahrenheit; and "barrel" - a barrel of 42 U.S. standard gallons at 60° Fahrenheit; and "barrels per day" shall mean barrels per calendar day.

13. CONSTRUCTION

Section 13.1. No waiver by either party of any breach of any of the covenants or conditions herein contained to be performed by the other party shall be construed as waiver of any succeeding breach of the same or any other covenant or condition. This instrument contains the entire agreement of the parties with respect to the subject matter hereof and there are no other promises, representations or warranties affecting it. No claim shall be made hereunder for indirect or consequential damages. This agreement shall be governed by the laws of the State of New York to the exclusion of any other legal system.

14. ASSIGNMENT

Section 14.1. Supplier may assign this agreement in whole or in part and/or may cause any or all of its obligations hereunder to be performed by others. Purchaser may also assign this agreement with the prior written consent of Supplier.

ESSO INTERNATIONAL INC.

1251 AVENUE OF THE AMERICAS, NEW YORK, N.Y. 10020

R. B. STOKKE
Vice President and Director

January 15, 1973

Esso International Company
Division of Exxon Corporation
1251 Avenue of the Americas
New York, New York 10020

Gentlemen:

Please be advised that the undersigned Esso International Inc. (Assignor) hereby assigns to Esso International Company, a division of Exxon Corporation, (Assignee), its successors and assigns, effective January 1, 1973, all right, title and interest in and to certain contracts identified on the attached list, granting to Assignee its successors and assigns, full power and authority to receive and collect any sum or sums due or to become due under said contracts and to prosecute or withdraw any suit or proceedings in law or in equity therefore.

The Assignee and The Assignor hereby agree that the Assignee shall assume and faithfully perform, or cause to be performed, all of the terms and obligations which the Assignor has agreed to perform or cause to be performed under the said contracts. The Assignee further agrees that it shall indemnify, save and hold harmless the Assignor from any and all claims arising under said contracts after the effective date of this assignment.

By acceptance hereof, Assignee ratifies all actions taken by Assignor, since January 1, 1973, with regard to said contracts and adopts said actions as its own.

Please signify your acceptance of this assignment and the terms and conditions herein by signing and returning one copy of this letter.

Accepted:

Esso International Company,
a Division of
Exxon Corporation

By

J. F. Dean *J. F. Dean*

Very truly yours,

Esso International Inc.

By

R. B. Stokke

BP TRADING LIMITED

BRITANNIC HOUSE, LIGHT NIGERIAN CRUDE OIL
FINSBURY CIRCUS,
LONDON, E.C.2



CERTIFICATE OF QUANTITY

OF CRUDE OIL DELIVERED TO

TRADE PORTITUDE

S.S./m.v.

AT DUNNY

Sailed 1500 hrs. 22nd January, 1974

THE NIGERIAN NATIONAL OIL CORPORATION commenced Loading 1500 hrs. 21st Jan., 1974

SHORE TANK NO.	SHORE INSTALLATION MEASUREMENTS				TEMP OF OIL WHEN GAUGED F	SPECIFIC GRAVITY AT 60 F	ADJUSTMENT FOR TEMP MULTIPLIER	QUANTITY AT 60 F		WATER AND SEDIMENT	
		DEPTH OF OIL	IMPERIAL GALLONS	BARRELS				NET	LONG TONS	VOL. % U	WATER & SEDIMENT
F11 DEEN	Before opening valves for loading	19.9 11/16	340,587	95	.8409	0.9041	335,172	14,001	0.25	8.58	
	After closing valves	11.8 15/16	83,002	95	.8409	0.9041	81,682	10,723	0.25	20.1	
							253,490	33,270		6.34	
	Before opening valves for loading										
	After closing valves										
	Before opening valves for loading										
	After closing valves										

TEMPERATURE CORRECTIONS BASED ON ASTM—IP TABLES.
IP DESIGNATION 202—TABLE 24.

TEMPERATURE CORRECTIONS BASED ON ASTM-IP TABLES.
IP DESIGNATION 202-TABLE 24.

TOTAL QUANTITY DELIVERED

253,490 33,270

	IMPERIAL GALLONS AT 60° F	BARRELS OF 42 U.S. GALLONS AT 60° F	LONG TONS 2240 LBS.	A.P.I. GRAVITY AT 60° F
DELIVERED	-	253,490	33,270	Green: 36.77
WATER & SEDIMENT	-	6.34	99	
NETT		252,856	33,170	

REMARKS:-

THE FOREGOING IS A CORRECT
STATEMENT OF THE QUANTITY OF CRUDE
OIL DELIVERED TO THE ABOVE NAMED VESSEL
AT DUNNY

Original Signed by:
Signed: G. H. W. HYNÉ

For BP TRADING LIMITED

BEFORE LOADING, TANK TO BERTH LINES WERE

AFTER LOADING, TANK TO BERTH LINES WERE

DATE 21st January, 1974

COC/3 2441 RS. 3103

13

BP TRADING LIMITED

BRITANNIC HOUSE, MEDFORD ROAD, LONDON, E.C.2
FINSBURY CIRCUS,
LONDON, E.C.2



CERTIFICATE OF QUANTITY

OF CRUDE OIL DELIVERED TO

s.s./m.v. TRADE PORTITIDE

AT D O N N Y

THE NIGERIAN NATIONAL OIL CORPORATION

Commenced Loading BOHNY 2120 hrs. 20th Jan., 1974

Sailed BOHNY 1500 hrs. 22nd January, 1974

SHORE TANK NO.	SHORE INSTALLATION MEASUREMENTS				TEMP OF OIL WHEN GAUGED F	SPECIFIC GRAVITY AT 60 F	ADJUSTMENT FOR TEMP MULTIPLIER	QUANTITY AT 60 F		WATER AND SEDIMENT	
	DEPTH OF OIL	U.S. GALLONS	IMPERIAL GALLONS					U.S. GALLONS	LONG TONS 2240 LBS.	VOL. %	U.S. GALLONS
FOUR	Before opening valves for loading	23.3 4/16	55,144	88	.8999	0.9886		54,812	7,701	0.15	82
	After closing valves	6.2 10/16	16,393	89	.8999	0.9882		16,200	2,276	0.1	16
								38,612	5,425		66
J. VES	Before opening valves for loading	51.8 7/16	198,298	89	.8999	0.9882		194,950	27,532	0.1	156
	After closing valves	9.9 12/16	37,662	88	.8999	0.9886		37,233	5,231	0.1	37
								158,715	22,301		159
	Before opening valves for loading										
	After closing valves										

TEMPERATURE CORRECTIONS BASED ON ASTM-IP TABLES.
IP DESIGNATION 200—TABLE 24.

TOTAL QUANTITY DELIVERED

197,337 27,726

	IMPERIAL GALLONS AT 60° F	BARRELS OF 42 U.S. GALLONS AT 60° F.	LONG TONS 2240 LBS.	A.P.I. GRAVITY AT 60° F.
DELIVERED	-	197,337	27,726	
WATER & SEDIMENT	-	225	36	
NETT	-	197,112	27,690	

REMARKS:—

THE FOREGOING IS A CORRECT
STATEMENT OF THE QUANTITY OF CRUDE
OIL DELIVERED TO THE ABOVE NAMED VESSEL
AT BOHNY

Signed

For BP TRADING LIMITED

BEFORE LOADING, TANK TO BERTH LINES WERE FULL
AFTER LOADING, TANK TO BERTH LINES WERE FULL

DATE 21st January, 1974

/ETHO COC/2 241 TS.3109

14



BT/G50

Tank Ship Bill of Lading

TRIPLICATE

"SHELL-BP PET. DEV. CO.
ON BEHALF OF THE NIG.
NATIONAL OIL CORP.
SUPPLIERS TO BP TRADING
COMPANY"

1 The cargo described below has been shipped in apparent good order and condition by
2 in the Tank Ship called the "TRADE FORTITUDE"
3 at the port of BONNY

GRADE AND QUANTITY AS FURNISHED BY SHIPPER

GRADE	TONS	US GALLONS 60°F.	BBLs.
SEO. NIG. CRUDE OIL			
LIGHT NIG. CRUDE			
GROSS:	33,278	253,490	
NETT:	33,179	252,856	
MEDIUM NIG. CRUDE			
GROSS:	27,726	197,337	
NETT:	27,690	197,112	

5 This cargo shall be delivered in the like good order and condition at the port of ROTTERDAM/ESSO
6 unto ESSO NEDERLAND NV.
7 or to his or their Assigns or Order,
8 subject to the following terms and conditions.

10 CLAUSE PARAMOUNT This Bill of Lading shall:—

11 (1) in relation to the carriage of any goods from any port in Great Britain or Northern Ireland to any other port whether
12 in or outside Great Britain or Northern Ireland have effect subject to the provisions of the Carriage of Goods by Sea Act, 1924,
13 and to the Rules contained in the Schedule thereto as applied by that Act and nothing herein contained shall be deemed a surrender
14 by the Carrier of any of his rights or immunities or an increase of any of his responsibilities or liabilities under the said Act;

15 (2) in relation to the carriage of any goods from any port of shipment in territory in which legislation similar in effect to
16 the Carriage of Goods by Sea Act, 1924, of the United Kingdom is in force, have effect subject to such legislation and to the Rules
17 contained in the Schedule thereto as applied by such legislation and nothing herein contained shall be deemed to be a surrender by
18 the Carrier of any of his rights or immunities under the said legislation or an increase of any of his responsibilities or liabilities
19 under the said legislation; and

20 (3) in any other case have effect as if the contract of carriage herein contained were a contract of carriage to which the
21 provisions of the Carriage of Goods by Sea Act, 1924, of the United Kingdom applied and the Carrier shall be entitled to the benefit
22 of the privileges, rights and immunities conferred by the said Act and the Rules contained in the Schedule thereto as if the same
23 were herein specifically set out.
24 If any term of this Bill of Lading be repugnant to the provisions of the said Act or to the said legislation to any extent, such term
25 shall be void to that extent but no further.

26 LIBERTY. The vessel has liberty to proceed to or to call at or off any port or ports in any order in or out of or beyond the
27 customary route for any purpose or purposes whatsoever (including, but without prejudice to the generality of the foregoing,
28 loading other cargo at any other port or ports for discharge at the port specified in this Bill of Lading or at any other port or ports
29 or bunkering or changing crew), to sail without pilots, to make trial trips with or without notice, or to adjust compasses, to tow
30 and be towed and to assist vessels or aircraft in distress or to deviate for the purpose of saving life or property, and any use of the
31 aforesaid liberties shall be deemed to be part of the contract voyage; this clause shall not be considered as restricted by any provision
32 of this Bill of Lading whether express or implied or construed by reference to whether any use of the said liberties would or would
33 not frustrate the object of this Bill of Lading or of the contract evidenced thereby.

34 DISCLAIMER. The weights and/or quantities and grades stated herein are Shipper's weights and/or quantities and grades, accepted
35 by Customs and/or Revenue and/or Harbour and/or Dock Authority, and no acknowledgment is made as to weight, quantity or
36 quality.

37 INCORPORATION. Clauses 1 to 5 inclusive on the reverse side of this Bill of Lading are incorporated herein and form part of
38 this Bill of Lading.

39 IN WITNESS whereof the Master or Agent of the said vessel has signed
40 all of this tenor and date, one of which being accomplished the others will be void.

THREE Bills of Lading

41 DATED at BONNY this 21st day of JANUARY, 19 74

/ETH*

10/70-Nigeria



Master or Agent

42 1. **WAR RISKS, ICE, QUARANTINE, STRIKES, ETC.** Owners shall have liberty to comply with any orders, directions or
43 recommendations as to departure, arrival, routes, ports or places of call, stoppages, destination, zones, waters, delivery, or in any
44 otherwise whatsoever given by the Government of the Nation under whose flag the vessel sails or any department thereof or any
45 other Government or Local Authority, including any de facto Government or Local Authority, or by any person or body acting
46 or purporting to act as or with the authority of any such Government or Authority, or by any Committee or person having, under
47 the terms of the War Risks Insurance on the vessel, the right to give any such orders, directions or recommendations. Anything
48 done or not done in compliance with any such order, direction or recommendation shall not be deemed to be a deviation from,
49 but is expressly agreed to be part of the agreed voyage.

50 If, by reason of or in compliance with any such order, direction or recommendation, the vessel does not proceed to the port
51 or ports of discharge designated in or ordered under this Bill of Lading, Owners shall be at liberty, but shall not be bound, to discharge
52 the cargo or any part thereof at any other port or place, which they or the Master may in their or his sole discretion decide.

53 If, owing to ice, quarantine, war, hostilities, warlike operations, civil war, civil commotion, revolution, strikes, riots, blockade,
54 interdict (whether of ship or cargo) or the operation of international law or the apprehension of any of the aforesaid causes, the
55 port of discharge be, or if the Master or Owners in his or their sole discretion consider the same to be, inaccessible or unsafe or
56 inadvisable to approach or enter or to be prohibited, or if there is danger of the vessel being frozen in or being unable to proceed
57 thence on the voyage, then the Master shall be entitled to notify the Charterers and accept orders from them to proceed to an
58 alternative safe port of discharge, which is not within any of the aforesaid categories and where there are the necessary facilities for
59 the discharge and reception of oil in bulk. If no such orders for an alternative safe port of discharge be received by the Master from
60 the Charterers within 48 hours of the said notification or within such time as is reasonable in the circumstances the Master may
61 request the Consignees of the cargo or their agents for the nomination of an alternative safe port of discharge. In the event of the
62 Master or Owners in his or their sole discretion not accepting any such alternative nomination made by the Consignees of the cargo
63 or in the event of no such nomination being received within 48 hours of a request being made by the Master the Owners shall be
64 at liberty, but shall not be bound, to discharge the cargo or any part thereof at any alternative port or place which they or the Master
65 may in their or his sole discretion decide.

66 In any of the aforesaid events, discharge at such alternative port or place shall constitute due performance of the contract
67 contained in this Bill of Lading so far as the cargo so discharged is concerned.

68 2. **GENERAL AVERAGE AND JASON CLAUSE.** General Average shall be adjusted in London according to the York/
69 Antwerp Rules, 1950, and English Law and practice, but if, by agreement, the adjustment is made in accordance with the law and
70 practice of the United States of America, the following clause shall apply:—

71 "In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any
72 cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by
73 statute, contract or otherwise, the cargo, Shippers, Consignees or Owners of the cargo shall contribute with the Carrier in General
74 Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred, and shall
75 pay salvage and special charges incurred in respect of the cargo. If a salving vessel is owned or operated by the Carrier, salvage shall
76 be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Carrier or his agents may deem
77 sufficient to cover the estimated contribution of the cargo and any salvage and special charges thereon shall, if required, be made by
78 the cargo, Shippers, Consignees or Owners of the cargo to the Carrier before delivery."

79 3. **BOTH-TO-BLAME COLLISION CLAUSE.** If the liability for any collision in which the vessel is involved while performing
80 this Bill of Lading fails to be determined in accordance with the laws of the United States of America, the following clause shall
81 apply:—

82 "If the vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or
83 default of the Master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the vessel, the Owner
84 of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her Owners
85 in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the Owners of the said goods, paid or
86 payable by the other or non-carrying vessel or her Owners to the Owners of the said goods and set off, recouped or recovered by the
87 other or non-carrying vessel or her Owners as part of their claim against the carrying vessel or Carrier. The foregoing provisions shall
88 also apply where the Owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding
89 vessels or objects are at fault in respect of a collision or contact."

90 4. **EXEMPTIONS AND IMMUNITIES OF ALL SERVANTS AND AGENTS OF THE CARRIER.** It is hereby expressly
91 agreed that no servant or agent of the Carrier (including every independent contractor from time to time employed by the Carrier)
92 shall in any circumstances whatsoever be under any liability whatsoever to the Shipper, Consignee or Owner of the goods or to
93 any Holder of this Bill of Lading for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from
94 any act, neglect or default on his part while acting in the course of or in connection with his employment and, but without
95 prejudice to the generality of the foregoing provisions in this Clause, every exemption, limitation, condition and liberty herein
96 contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to
97 which the Carrier is entitled hereunder shall also be available and shall extend to protect every such servant or agent of the Carrier
98 acting as aforesaid and for the purpose of all the foregoing provisions of this Clause the Carrier is or shall be deemed to be acting
99 as agent or trustee on behalf of and for the benefit of all persons who are or might be his servants or agents from time to time
100 (including independent contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to the
101 contract in or evidenced by this Bill of Lading.

102 5. **JURISDICTION.** This Bill of Lading shall be construed and the relations between the parties determined in accordance with the
103 Law of England notwithstanding any other terms set out or incorporated herein. The High Court in London shall have exclusive
104 jurisdiction over any dispute which may arise out of this Bill of Lading.

DIRECT INQUIRIES TO:

(**EXXON** INTERNATIONAL COMPANY)

A DIVISION OF EXXON CORPORATION
CONTROLLER'S DEPARTMENT
1251 AVENUE OF THE AMERICAS
NEW YORK, N.Y. 10020
TELEPHONE 974-3000

INVOICE NUMBER
PLEASE SHOW ON REMITTANCE

012273

PAYMENT DUE

ESSO NEDERLAND B.V.
ESSO GEBOUW
P. O. BOX 110
THE HAGUE, NETHERLANDS
YOUR ACCT # 212

REMITTANCE ADVICE ON BACK OF FORM

DELIVERY LOCATION	LOAD DATE	INVOICE DATE	REF. NO.	SUP. CODE	CUSTOMER ORDER NO.
SONNY	01/21/74	01/25/74	01011	A130	2100A
DESTINATION	DELIVERY VIA			TENDERED DATE	
ROTTERDAM, NETHERLANDS	TRADE PORTITUDE				

DESCRIPTION	QUANTITY		PRICE	NET VALUE
NIGERIAN MEDIUM CRUDE	147,112 BARRELS	27,726 TONS		
	API 25.75		\$10.3210B FOB	2,034,392.9
NIGERIAN LIGHT CRUDE	252,856 BARRELS	33,278 TONS		
	API 36.85		\$10.0580B FOB	2,694,939.2

PRICE SUBJECT TO REVISION IN ACCORDANCE WITH OUR AGREEMENT.

01AAD25
OT #

17.

U.S. \$ 4,729,332.11

THE SHELL-BP PETROLEUM DEVELOPMENT COMPANY OF NIGERIA LIMITED

CERTIFICATE OF TANK ULLAGE ON BOARD MV/SS "TRAM FORTITUDE....."

2102/17101.....NIGERIAN CRUDE OIL AT BONNY ON 21st January.....1971.....

	OIL ULLAGE						WATER DIPS		
	M	P	CM	H	C	CM	H	S	CM
1	4'		6"	5'		10"	4'		6"
2	H		T	3		8	H		T
3	4		6	3		8	4		6
4	4		6	3		9	4		6
5	5		0	16		3	5		0
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									

Slops Residue Before Loading

.....200..... Tons

Total Cargo Ship Figure

L 33,797

H 27,647..

L 33,278

H 27,716..

Total " Shore "

Specific Gravity @ 60°F. =

L 0.8410

H = 0.8310

Loading Temperature =

L 27.0°F..

H = 28°F

REMARKS:

[Signature]
CHIEF OFFICER

[Signature]
LIAISON OFFICER

/BSP*

THE NIGERIAN NATIONAL OIL CORPORATION

18. Exhibit "A"

CHEVRON PETROLEUM MAATSCHAPPIJ (NEDERLAND) N.V.
ROTTERDAM PERNIS REFINERY

TANKER UNLOADING REPORT

PR 2887

Vessel FAIRFAX Type of crude Nig. L-M. Loading port _____ Terminal _____ Date 4-2-44

PORT							CENTER							STARBOARD									
Tank	Ullage		Barrels Gross	Temp. °F/°C	Water		Condition after Discharge	Tank	Ullage		Barrels Gross	Temp. °F/°C	Water		Condition after Discharge	Tank	Ullage		Barrels Gross	Temp. °F/°C	Water		Condition after Discharge
	FT.	IN.			IN.	BBL.			IN.	BBL.			FT.	IN.			IN.	BBL.			FT.	IN.	
1	5	08	20145	55				X	16	05	43116	59				1	5	09 1/2	20096	55			
2	X							X	4	09	54196					2	X						
3	6	02 1/2	26241					X	4	09 1/2	54155		3 1/2	247		3	6	08 1/2	26017				
4	6	00 1/2	26323					X	5	01 1/2	53831					4	6	09 1/2	26343				
5	6	08	24911		21			X	7	06 1/2	51203		2	125		5	6	07 1/2	25094				
6								6								6							
7								7								7							
8								8								8							
9								9								9							
10								10								10							
11								11								11							
12								12								12							
13								13								13							
TOTALS:							TOTALS:							TOTALS:									

Ship's draft before discharging } Fore 38 FT. 06 IN.
Aft 44 FT. 00 IN.

Remarks: Describe all irregularities that occurred during discharging such as overflows, bursting of hose, leakages etc. and estimate quantity product lost thereby.

Slack: 200 TONS

Consignee's Supervisor:

Chief Officer:

Quantity on board according to ship's ullages and calibration charts as established by Chief Officer.

Total Bbls gross 145170 - Total Bbls water 21 = Total Bbls nett 145149
*L. 256501
 Average ship's temp. 55
*L. 59
 API at port of Loading 25.74
*L. 36.77

Factor for reducing Bbls at observed temp. to Barrels/60 °F. (ASTM - IP Am. ed. table 7) 372
 Barrels/60 °F 19.5559
 Factor for converting Barrels/60 °F to L. tons (ASTM - IP Am. ed. table 11) 256257
med - 27.278 cwt/skip
L. - 53690 - "

CHEMICAL LABORATORY

Dr. A. VERWEY"

Analytical Chemists-Assayers & Samplers

Jhr. H. Ph. Eddesart, Dipl. Chem.

Telegram: "Doctorverwey"

Telephone: (10) 251000

Telex 22080

ROTTERDAM 6, 12th February 1974
COOLHAVEN 32

TO WHOM IT MAY CONCERN

VKr/RB

REPORT OF SURVEY

no.0274/A 12518

Principals : Esso Nederland B.V.,
Dept. Process Accounting - Botlek Refinery
Rotterdam

Subject : A cargo of NIGERIAN LIGHT CRUDEOIL - A.P.I. 36.77
as per Blading stated to weigh:
33,278 longtons - 253,490 USbarrels gross
33,179 longtons - 252,856 USbarrels net

A cargo of NIGERIAN MEDIUM CRUDEOIL - A.P.I. 25.74
as per Blading stated to weigh:
27,726 longtons - 197,537 USbarrels gross
27,622 longtons - 197,112 USbarrels net

Shipped by : Shell-B.P.Petroleum Development Co.
Suppliers to B.P.Trading Co.
Consigned to : Esso Nederland B.V.

per Liberian Motortanker "TRADE FORTITUDE"
Owners: Marastro Cia.Nav.S+A. - 65,550 dwt.

discharged at and stored with
Chevron Esso Maatschap-terminal, jetty no.1 west
4th Petroleumhaven, Rotterdam-Europoort
on February 7th, 8th, 9th, 1974.

Instructions : Supervision upon unloading and storage operations
for extensive weight-determination.

The following is reported:

To

mod 30

COPY

The ntv. "TRADE FORTITUDE" was reported to pass Hoek van Holland roads

on February 7th, 1974 - 18.00h

The vessel started mooring at her unloadingberth

on February 7th, 1974 - 19.00h

Mooring operations completed on February 7th, 1974 - 20.30h

Our inspectors boarded the vessel on February 7th, 1974 - 20.20h

Tankgauging and watertesting was carried out in presence of

vessel's Chief Officer from February 7th, 1974 - 20.30h

till February 7th, 1974 - 22.00h

Cargo of Nigerian Light ready for us to start

on February 7th, 1974 - 21.10h

Commenced unloading Nigerian Light into Storagetank no.903

on February 7th, 1974 - 21.35h

Pumpingspeed: approx. 2000 cbm/h - 1 pump

08.02.74 - 08.00h: pumpingspeed approx. 2700 cbm/h - 1 pump

08.02.74 - 14.00h: pumpingspeed approx. 2500 cbm/h - 1 pump

08.02.74 - 15.30h: pumpingspeed approx. 2000 cbm/h - 1 pump

08.02.74 - 17.30h: pumpingspeed approx. 2200 cbm/h - 1 pump

Completed unloading Nigerian Light on February 8th, 1974 - 20.05h

Average pumping speed: approx. 1790 cbm/h

Commenced unloading Nigerian Medium on February 8th, 1974 - 20.25h

08.02.74 - 22.00h: pumpingspeed approx. 2100 cbm/h - 1 pump

09.02.74 - 08.30h: pumpingspeed approx. 2800 cbm/h - 2 pumps

09.02.74 - 13.30h: started stripping

Completed unloading Nigerian Medium on February 9th, 1974 - 16.45h

Average pumping speed: approx. 1512 cbm/h

Vessel's cargotanks inspected and passed

on February 9th, 1974 - 16.50h

Loadingarms disconnected

on February 9th, 1974 - 17.10h

About the unloading operations:

Although the vessel is equipped with three cargopumps with a stated capacity of approx. 2000 cbm/h each, most of the times one pump was set in use.

This because there were boiler-troubles, as vessel's Chief-Officer reported to us.

During watertesting free water was found to be present in the cargotanks:

3 centre (247 bbls) - 5 centre (125 bbls) and 5 port (21 bbls).

According to a statement of vessel's Chief-Officer there were approx. 200 tons of slops present in tank no.5 starboard prior to loading at Port Bonny. No further details are known.

QUESTION
No. 31

Samples:

Streamsampling was carried out as usual during the unloading-operations. After unloading the samples were collected into new 25-litre containers.

The containers were carried by us to the Chevron-laboratory at Rotterdam-Fernis. There the samples were divided into three equal parts under our supervision.

One part of each sample was taken in receipt by us and used for analysis-purposes in our laboratory.

QUESTION
No. 12.

To

mod. 30

COPY

Shippingsamples, one for each cargo, were taken in receipt by us.

Also these samples were carried to the laboratory of Chevron and divided as described before.

Outturnweight:

The outturnweights as found by us show a disadvantageous discrepancy "all over".

The Light Crudeoil shows a surplus of 0.401%

The Medium Crudeoil a short of 2.634%

All over: short 1.002%

22

To

mod 30

COPY

REPORT OF WEIGHT-DETERMINATION
on board the tankvessel "TRADE FORTITUDE"
at port of Port Bonny on 21st January 1974
Cargo: Nigerian Light Crudeoil

draft of the vessel: forward: 43'00" after: 43'00" list: nil

<u>tank no.</u>	<u>ullage</u>	<u>temp. of</u>	<u>US.bbls</u>
1 centre	3'10"	94	55,367
2 centre	3'08"	94	55,247
3 centre	3'08"	94	55,247
4 centre	3'09"	94	55,166
5 centre	18'03"	94	40,830

CALCULATION OF VESSEL'S FIGURES

US.Barrels on board the vessel	261,857
temperature observed (oF)	94
API-gravity at 60oF	36.77
volume correction (ASTM 6)	0.9845
US.Barrels at 60oF	257,798.22
Longtons/US.Barrels (ASTM 11)	0.131284
Longtons	33,844.78

NOTE: All the abovementioned volumes/weights are gross-figures.

23

To

mod. 30

COPY

REPORT OF WEIGHT-DETERMINATION

on board the tankvessel "TRADE FORTITUDE"
at port of Rotterdam on 7th February 1974
Cargo: Nigerian Light Crudeoil

draft of the vessel: forward: 38'06" after: 44'00" list: nil

tank no.	ullage	temp. of	US.bb1s	water	US.bb1s	US.bb1s excl.water
1 centre	16'05"	59	43,116	-	-	43,116
2 centre	4'09"	59	54,196	-	-	54,196
3 centre	4'09" ¹	59	54,155	0'03" ¹	247	53,908
4 centre	5'01" ¹	59	53,831	-	-	53,831
5 centre	7'06" ¹	59	52,203	0'02"	125	51,078

7

2

CALCULATION OF VESSEL'S FIGURES

US.Barrels on board the vessel (excl.water)	256,129
temperature observed (oF)	59
API-gravity at 60°F	36.77
volume correction (ASTM 6)	1.0005
US.Barrels at 60°F	256,257.06
Longtons/US.Barrels (ASTM 11)	0.131284
Longtons	33,642.45

NOTE: All the abovementioned volumes/weights are gross-figures.

24

COPY

tankvessel "TRADE FORTITUDE"
Cargo: NIGERIAN LIGHT CRUDEOIL
COMPARISON OF SHIP'S FIGURES:

Upon loading	257,798.22 USbbls/60	33,844.78 lgts. gross
BLadingweight	253,490.00 USbbls/60	33,278.00 lgts. gross
Surplus	<u>4,308.22 USbbls/60</u>	<u>566.78 lgts. gross</u>
	= 1.700%	= 1.703%

Upon arrival	256,257.06 USbbls/60	33,642.45 lgts. gross
BLadingweight	253,490.00 USbbls/60	33,278.00 lgts. gross
Surplus	<u>2,767.06 USbbls/60</u>	<u>364.45 lgts. gross</u>
	= 1.092%	= 1.095%

QUESTION No. 31	Upon loading	257,798.22 USbbls/60	33,844.78 lgts. gross
	Upon arrival	256,257.06 USbbls/60	33,642.45 lgts. gross
	Short	<u>1,541.16 USbbls/60</u>	<u>202.33 lgts. gross</u>
		= 0.598%	= 0.598%

~~From these figures it appears that the vessel is overballasted.~~

25

JHR. DR. H. PH. BOODAERT
COOLHAVEN 32
ROTTERDAM
TELEPHONE: (010) 25 10 00
TELEGRAMS: DOCTORVERWEY
TELEX: 22080

DATE 12th February 1974

ATTEST No. 0274/A 12518

The analysis of the sample: Nigerian Light Crudeoil
Received: /.
Packed: /.
Marked: Streams sample taken during unloading
of mtv. "TRADE FORTITUDE"
Rotterdam, February 8th, 1974

Sealed: Lab. Dr. A. Verwey 3 Rotterdam

Has given the following results:

Density at 15°C.....0.8413
Corresponding API-gravity/60°F.....36.6
Water (ASTM-D 95).....0.40%

26

To

mod 30

COPY

mtv. "TRADE FORTITUDE"Cargo: NIGERIAN LIGHT CRUDEOILRECALCULATION OF SHIP'S FIGURES:

Ship's figures recalculated with the Density/API gravity as found in our laboratory:

Upon loading	257,798.22 USbbls/60	33,879.84 lgts. gross
Water 0.4%	1,031.19 USbbls/60	161.03 lgts.
	<u>256,767.03 USbbls/60</u>	<u>33,718.81 lgts. net</u>
BLadingweight	252,856.00 USbbls/60	33,179.00 lgts. net
Surplus	3,911.03 USbbls/60	539.81 lgts. net
	= 1.547%	= 1.627%

Upon arrival	256,257.06 USbbls/60	33,677.30 lgts. gross
Water 0.4%	1,025.03 USbbls/60	160.07 lgts.
	<u>255,232.03 USbbls/60</u>	<u>33,517.23 lgts. net</u>
BLadingweight	252,856.00 USbbls/60	33,179.00 lgts. net
Surplus	2,376.03 USbbls/60	338.23 lgts. net
	= 0.940%	= 1.019%

Upon loading	256,767.03 USbbls/60	33,718.81 lgts. net
Upon arrival	255,232.03 USbbls/60	33,517.23 lgts. net
Short	1,535.00 USbbls/60	201.58 lgts. net
	= 0.598%	= 0.598%

27

12th February 1974

page no.

Chemical Laboratory „Dr. A. Verwey”

To

mod. 30

COPY

CARGO: NIGERIAN LIGHT CRUDEOILDETERMINATION OF VOLUME AND WEIGHT

STORACETANK No. 903

tankgaugings.

1. liquidlevel: 1426 mm = 5,277,164 litres/5.5°C
 density at 15°C/air: 0.8174
 volume correction ASTM 54: 1.0082 = 5,320,437 litres/15.0°C
 = 4,348,925 kilograms gross
2. liquidlevel: 12866 mm = 45,715,770 litres/13.0°C
 density at 15°C/air: 0.8377
 volume correction ASTM 54: 1.0016 = 45,788,915 litres/15.0°C
 = 38,357,374 kilograms gross

QUESTION No. 12

RECEIVED:

	<u>litres/obs.</u>	<u>litres/15C</u>	<u>kilograms</u>
before	5,277,164	5,320,437	4,348,925
after	45,715,770	45,788,915	38,357,374
	<u>40,438,606</u>	<u>40,468,478</u>	<u>34,008,449</u> gross
Water (ASTM-D 95); 0.4%		161,874	161,874
		<u>40,306,604</u>	<u>33,846,575</u> net

in U.S. figures: 253,649.46 US Barrels at 60°F
33,311.98 longtons (2240 lbs).

QUESTION No. 12

REMARKS: calculation of tankdensity:

$$\begin{aligned}
 1426 \text{ mm} \times 0.8174 &= 1,165,6124 \\
 11440 \text{ mm} \times 0.8402 &= 9,611.8880 \\
 10,777.5004 &= 12866 \text{ mm} = 0.8377/\text{air}
 \end{aligned}$$

28

To

mod 30

COPY

COMPARISON OF FIGURESNigerian Light Crudeoil

QUESTION No. 13	<u>gross figures:</u>			
	BLadingweight	253,490.00 USbbbls/60	33,278.00	lgts.
	Outturnweight	254,668.13 USbbbls/60	33,471.30	lgts.
	Surplus	1,178.13 USbbbls/60	193.30	lgts.
		= 0.465%		= 0.581%

QUESTION No. 31	Ship's arrival			
	figures	256,257.06 USbbbls/60	33,677.30	lgts.
	Outturnweight	254,668.13 USbbbls/60	33,471.30	lgts.
	Short	1,588.93 USbbbls/60	206.00	lgts.
		= 0.620%		= 0.612%

QUESTION No. 13	<u>net figures:</u>			
	BLadingweight	252,856.00 USbbbls/60	33,179.00	lgts.
	Outturnweight	253,649.46 USbbbls /60	33,311.98	lgts.
	Surplus	793.46 USbbbls/60	132.98	lgts.
		= 0.314%		= 0.401%

QUESTION No. 31	Ship's arrival			
	figures	255,232.03 USbbbls/60	33,517.23	lgts.
	Outturnweight	253,649.46 USbbbls/60	33,311.98	lgts.
	Short	1,582.57 USbbbls/60	205.25	lgts.
		= 0.620%		= 0.612%

~~These figures are not to be used for the purpose of the contract.~~

29

To

mod. 30

COPY

REPORT OF WEIGHT-DETERMINATION

on board the tankvessel "TRADE FORTITUDE"
at port of Port Bonny on 21st January 1974
Cargo: Nigerian Medium Crudeoil

draft of the vessel: forward: 43'00" after: 43'00" list: nil

tank no.	ullage	temp. °F	US.bbls
1 port	4'06"	94	20,600
3 port	4'06"	94	27,079
4 port	4'06"	94	27,079
5 port	5'00"	94	25,726
1 stbd	4'06"	94	20,600
3 stbd	4'06"	94	27,079
4 stbd	4'06"	94	27,079
5 stbd	5'00"	94	25,726

CALCULATION OF VESSEL'S FIGURES

US;Barrels on board the vessel	200,968
temperature observed (°F)	94
API-gravity at 60°F	25.74
volume correction (ASTM 6)	0.9861
US.Barrels at 60°F	198,174.54
Longtons/US.Barrels (ASTM 11)	0.140504
Longtons	27,844.32

NOTE: All the abovementioned volumes/weights are gross-figures.

[REMARKS: These figures are included approx. 200 tons of slops.

30

COPY

WEIGHT-DETERMINATION REPORT

on board the tankvessel "TRADE FORTITUDE"
at port of Rotterdam on 7th February 1974
Cargo: Nigerian Medium Crudeoil

draft of the vessel: forward: 38'06" after: 44'00" list: nil

tank no.	ullage	temp. °F	US.bbls	water	US.bbls	US.bbls excl.water
1 port	5'08"	55	20,145	-	-	20,145
3 port	6'02" ¹	55	26,241	-	-	26,241
4 port	6'00" ¹	55	26,323	-	-	26,323
5 port	6'08"	55	24,911	0'01"	21	24,890
1 stbd	5'09" ¹	55	20,096	-	-	20,096
3 stbd	6'08"	55	26,017	-	-	26,017
4 stbd	6'00"	65	26,343	-	-	26,343
5 stbd	6'03" ¹	55	25,094	-	-	25,094

CALCULATION OF VESSEL'S FIGURES:

US.Barrels on board the vessel (excl.water)	195,149
temperature observed (°F)	55
API-gravity at 60°F	25.74
volume correction (ASTM 6)	1.0021
US.Barrels at 60°F	195,558.81
Longtons/US.Barrels (ASTM 11)	0.140504
Longtons	27,476.80

NOTE: All the abovementioned volumes/weights are gross-figures.

[REMARKS: These figures are included approx. 200 tons of slops.

To

mod. 30

COPY

motortankvessel "TRADE FORTITUDE"
Cargo: Nigerian Medium Crudeoil
COMPARISON OF SHIP'S FIGURES:

Upon loading	198,174.54 USbbbls/60	27,844.32 lgts. gross
BLadingweight	197,337.00 USbbbls/60	27,726.00 lgts. gross
Surplus	837.54 USbbbls/60	118.32 lgts. gross
	= 0.424%	= 0.427%

Upon arrival	195,558.81 USbbbls/60	27,476.80 lgts. gross
BLadingweight	197,337.00 USbbbls/60	27,726.00 lgts. gross
Short	1,778.19 USbbbls/60	249.20 lgts. gross
	= 0.901%	= 0.899%

Upon loading	198,174.54 USbbbls/60	27,844.32 lgts. gross
Upon arrival	195,558.81 USbbbls/60	27,476.80 lgts. gross
Short	2,615.73 USbbbls/60	367.52 lgts. gross
	= 1.320%	= 1.320%

Slops reported to be on board the vessel
approx. 1,420.00 USbbbls/60 appr. 200.00 lgts. gross

Loaded as per ship's figures:

196,754.54 USbbbls/60	27,664.32 lgts. gross
BLadingweight 197,337.00 USbbbls/60	27,726.00 lgts. gross
Short 582.46 USbbbls/60	81.68 lgts. gross
= 0.295%	= 0.295%

QUESTION
No. 31

32

JHR DRS. H. PH. BODDAERT
COOLHAVEN 32
ROTTERDAM
TELEPHONE (010) 25 10 00
TELEGRAMS. DOCTORVERWEY
TELEX 22000

DATE, 12th February 1974

ATTEST No. 0274/A 12518

The analysis of the sample: Nigerian Medium Crudeoil
Received: /.
Packed: /.
Marked: Streamsample taken during unloading
of mtv. "TRADE FORTITUDE"
Rotterdam, February 9th, 1974

Sealed: Lab. Dr. A. Verwey Rotterdam

Has given the following results:

Density at 15°C.....0.8996
Corresponding API-gravity 60°F.....25.7
Water (ASTM-D 95).....1.50%

33

12th February 1974

page no.15

To

mod 30

COPY

motortankvessel "TRADE FORTITUDE"Cargo: Nigerian Medium CrudeoilRECALCULATION OF SHIP'S FIGURES:

Ship's figures recalculated with the Density/API gravity as found in our laboratory:

Upon loading	198,174.54 USbbbls/60	27,851.45 lgts. gross
Water 1.50%	2,272.62 USbbbls/60	464.20 lgts.
	<u>195,201.92 USbbbls/60</u>	<u>27,387.25 lgts. net</u>
BLadingweight	197,112.00 USbbbls/60	27,690.00 lgts. net
Surplus	1,910.08 USbbbls/60	302.75 lgts. net
	= 0.969%	= 1.093%

Upon arrival	195,558.81 USbbbls/60	27,483.84 lgts. gross
Water 1.50%	2,933.38 USbbbls/60	458.08 lgts.
	<u>192,625.43 USbbbls/60</u>	<u>27,025.76 lgts. net</u>
BLadingweight	197,112.00 USbbbls/60	27,690.00 lgts. net
Short	4,486.57 USbbbls/60	664.24 lgts. net
	= 2.276%	= 2.399%

Question No. 31	Upon loading	195,201.92 USbbbls/60	27,387.25 lgts. net
	Upon arrival	192,625.43 USbbbls/60	27,025.76 lgts. net
	Short	2,576.49 USbbbls/60	361.49 lgts. net
		= 1.320%	= 1.320%

Slops reported to be on board the vessel

appr. 1,420.00 USbbbls/60 appr. 200.00 lgts. gross

Question No. 31	<u>Loaded as per ship's figures:</u>		
		196,754.54 USbbbls/60	27,651.88 lgts. gross
	Water 1.50%	2,951.32 USbbbls/60	460.88 lgts.
		<u>193,803.22 USbbbls/60</u>	<u>27,191.00 lgts. net</u>
	BLadingweight	197,112.00 USbbbls/60	27,690.00 lgts. net
	3,308.78 USbbbls/60	499.00 lgts. net	
	= 1.679%	= 1.802%	

34

To

mod. 30

COPY

CARGO: NIGERIAN MEDIUM CRUDEOIL

DETERMINATION OF VOLUME AND WEIGHT

STORAGETANK No.960

tankgaugings.

1. liquidlevel: 1519 mm = 6,600,263 litres/5.0°C
 density at 15°C/air: 0.8351
 volume correction ASTM 54: 1.0083 = 6,655,025 litres/15.0°C
 = 5,557,628 kilograms gross
2. liquidlevel: 8861 mm = 37,477,655 litres/9.5°C
 density at 15°C/air: 0.8876
 volume correction ASTM 54: 1.0041 = 37,631,313 litres/15.0°C
 = 33,401,553 kilograms gross

RECEIVED:

	<u>litres/obs.</u>	<u>litres/15C</u>	<u>kilograms</u>
before	6,600,263	6,655,045	5,557,628
after	37,477,655	37,631,313	33,401,553
	<u>30,877,392</u>	<u>30,976,268</u>	<u>27,343,925 gross</u>
Water (ASTM-D 95): 1.50%		464,644	464,644
		<u>30,511,624</u>	<u>27,379,281 net</u>

in U.S. figures: 192,009.65 US Barrels at 60°F
26,946.84 Longtons (2240 lbs).

REMARKS: calculation of tankdensity

1519 mm x 0.8351 = 1,268.5169
 7342 mm x 0.8985 = 6,596,7870
7,865.3039 : 8861 = 0.8876/air

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To

mod. 30

COPY

COMPARISON OF FIGURES

Nigerian Medium Crudeoil

QUESTION No. 16 | gross figures:

BLadingweight	197,337.00 USbbbls/60	27,726.00 lgts.
Outturnweight	194,933.66 USbbbls/60	27,404.14 lgts.
Short	2,403.34 USbbbls/60	321.86 lgts.
	= 1.233%	= 1.174%

QUESTION No. 31 | Ship's arrivalfigures

	195,558.81 USbbbls/60	27,476.80 lgts.
Outturnweight	194,933.66 USbbbls/60	27,404.14 lgts.
Short	625.15 USbbbls/60	72.66 lgts.
	= 0.320%	= 0.264%

QUESTION No. 16 | net figures:

BLadingweight	197,112.00 USbbbls/60	27,690.00 lgts.
Outturnweight	192,009.65 USbbbls/60	26,946.84 lgts.
Short	5,102.35 USbbbls/60	743.16 lgts.
	= 2.589%	= 2.684%

QUESTION No. 31 | Ship's arrivalfigures

	192,625.43 USbbbls/60	27,025.76 lgts.
Outturnweight	192,009.65 USbbbls/60	26,946.84 lgts.
Short	615.78 USbbbls/60	78.92 lgts.
	= 0.320%	= 0.292%

~~Moreover, we like to draw your attention to the fact that we did not take the slops, reported to be present on board the vessel before loading, into consideration.~~
This because there are too less details known about the slops.

36

To

and 30

COPY

SUMMARY OF FIGURES

Bills of Lading	253,400.00 USbbls/60	33,278.00 lgts. gross
	197,337.00 USbbls/60	27,726.00 lgts. gross
	<u>450,737.00 USbbls/60</u>	<u>61,004.00 lgts. gross</u>
	252,856.00 USbbls/60	33,179.00 lgts. net
	197,112.00 USbbls/60	27,600.00 lgts. net
	<u>449,968.00 USbbls/60</u>	<u>60,779.00 lgts. net</u>

Ship's loading figures

257,798.22 USbbls/60	33,879.84 lgts. gross
198,174.54 USbbls/60	27,851.45 lgts. gross
<u>455,972.76 USbbls/60</u>	<u>61,731.29 lgts. gross</u>

Surplus in respect of BLading figures:

5,145.76 USbbls/60	727.29 lgts. gross
= 1.141%	= 1.192%

256,767.03 USbbls/60	33,718.81 lgts. net
195,201.92 USbbls/60	27,387.25 lgts. net
<u>451,968.95 USbbls/60</u>	<u>61,106.06 lgts. net</u>

Surplus in respect of BLading figures

2,000.95 USbbls/60	237.06 lgts. net
= 0.445%	= 0.389%

Ship's figures

256,257.06 USbbls/60	33,677.30 lgts. gross
195,558.81 USbbls/60	27,483.84 lgts. gross
<u>451,815.87 USbbls/60</u>	<u>61,161.14 lgts. gross</u>

Surplus in respect of BLading figures

988.87 USbbls/60	157.14 lgts. gross
= 0.219%	= 0.258%

Short in respect of LOading figures

4,156.89 USbbls/60	570.15 lgts. gross
= 0.912%	= 0.924%

N.B.: the vessel has been kept liable for this deviation.

QUESTION
No. 31

37

12th February 1974

page no.19

Chemical Laboratory „Dr. A. Verwey”

To

mod. 30

COPY

255,232.03 USbb1s/60	33,517.23 lgts. net
192,625.43 USbb1s/60	27,025.76 lgts. net
447,857.46 USbb1s/60	60,542.99 lgts. net

Short in respect of Bladingfigures:

2,110.54 USbb1s/60	326.01 lgts. net
= 0.469%	= 0.536%

Short in respect of vessel's loadingfigures

4,111.49 USbb1s/60	563.07 lgts. net
= 0.910%	= 0.921%

Outturnfigures

254,668.13 USbb1s/60	33,471.30 lgts. gross
194,933.66 USbb1s/60	27,404.14 lgts. gross
449,601.79 USbb1s/60	60,875.44 lgts. gross

Short in respect of Bladingfigures

1,225.21 USbb1s/60	128.56 lgts. gross
= 0.272%	= 0.211%

Short in respect of vessel's arrivalfigures

2,214.08 USbb1s/60	285.70 lgts. gross
= 0.490%	= 0.467%

253,649.46 USbb1s/60	33,311.98 lgts. net
192,009.65 USbb1s/60	26,946.84 lgts. net
445,659.11 USbb1s/60	60,258.82 lgts. net

Short in respect of Bladingfigures

4,308.89 USbb1s/60	610.18 lgts. net
= 0.958%	= 1.002%

Short in respect of vessel's arrivalfigures

2,198.35 USbb1s/60	284.17 lgts. net
= 0.491%	= 0.469%

QUESTION NO. 31

38

Chemical Laboratory
"Dr. A. Verwey"

Encl.: one letter of liability
(in duplicate)
one receipt for samples
(in duplicate)
one certificate of tank inspection
(in duplicate)

INTERNATIONAL COMPANY

April 8, 1974

RECEIVED
APR 11 1974
In Transit Cargo Loss
TRADE FORTITUDE ex
Bonny January 21, 1974
To Rotterdam

Jones & Gorrissen
1350 Avenue of the Americas
New York, New York

Dear Sir:

The TRADE FORTITUDE operating under time charter, dated February 6, 1963 between Marastro Compania, Naviera S.A. and Standard Tankers (Bahamas) Company Limited loaded a cargo of crude at Bonny on January 21, 1974 destined for Rotterdam. Upon discharge the consignee reported a loss of 628 long tons of crude, after allowing for a 0.5% loss tolerance. Details are as follows:

	Quantities In Gross LT @ 60°F		
	Light	Medium	Total
Shore Quantity Loaded	33,278	27,726	61,004
Ship's Loaded Figure (excludes slop oil)	33,797	27,687	61,484
Ship's Quantity Prior to Discharge	33,690	27,278	60,968
In Transit Loss	107	409	516
Received By Shore	33,286	26,985	60,271
Minus Slop Oil in Cargo	100	100	200
Cargo Receipt by Shore	33,186	26,885	60,071
Gross Loss Shore vs. Shore	92	841	933
Less Tolerance 0.5%	166	139	305
Loss	--	712	628

There was a 628 long ton shore to shore loss, 1.03%, as may be noted above, and this claim is for that loss. The value of the claim is:

4,470 barrels x \$10.321 FOB = \$46,134.87

628 long tons x \$9.4287 Freight = 5,921.22

\$52,056.09

Supporting papers as follows are enclosed:

Bill of Lading
Loading and Discharge Port Ullage Reports
Statement to Master

In view of the above, we would appreciate your notifying the owners that we, on behalf of the consignees and Standard Tankers (Bahamas) Company Limited, hold the vessel and it's owners liable for the loss in cargo as above.

After vessel owner's review of the facts, and concurrence, we request that reimbursement for the loss be made by a check to the order of "Exxon International Company" to be mailed to:

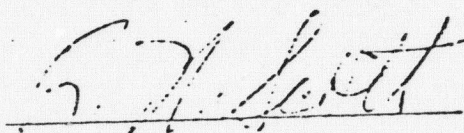
Exxon International Company
Exxon Corporation
Treasurer's Department, Room 4107
1251 Avenue of the Americas
New York, New York 10020

Your acknowledgment of the receipt of this claim is requested on the enclosed duplicate copy of this letter.

Yours truly, .

OPERATIONS SUPPORT DIVISION

By



JPH/mag

NY 3003/9 JULY 26/74 1705 SG

MASTER TRADEFORTITUDE/ LIB/5MWA

VIA RCA

/LEFT LASALINA 7/26-ETA NEWYORK 7/31/-

RE LOADING JAN 21 AT DONNY SHIP FIGURES LIGHT 33,797 TONS

MEDIUM 27,537 PLEASE ADVISE IF SLOPS 200 TONS INCLUDED OR NOT

HURN EXXONSUPPLY 89 NEWYORK

NNNN

ZCZC 233001 PDH1303 RML7353 CC235

UPAW CO URCH 011

AS TRADEP RTITUDE 5MM CHATH-MA-015 11 27 13200 13 14 14

HUHN 69

EXXON SUPPLY (DELR EXXON SUPPLY)

NEWYORK

YOURS 26TH SLOPS NOT INCLUDED

IZEVELEXOS

COLL 89 26TH

JHR. H. PH. BODDAERT

OFFICE:

22, COOLHAVEN

TELEPHONE (010) 25 10 00

ROTTERDAM 3006

TELEGRAMS: DOCTORVERWEY

TELEX 22060 VERWY NL

DATE: February the 9 th. 1973,

CERTIFICATE of TANKINSPECTION

No.

Re: ~~the~~/ts./ts.

"TRADE FORTITUDE"

berthed at Chevron-Enso Maatschap, Rotterdam - Europoort

This is to certify that the undersigned did inspect the cargo tanks listed below, after discharge of: Nigerian Light and Nigerian Medium Crude.

The inspection took place on February the 9 th 1973 at 1650 h.
and showed the tanks ~~empty~~ drained to satisfaction.

The inspection was performed by: J.A. van der Winden
for and on behalf of Messrs. "Chemical Laboratory Dr. A. Verwey"
representing the ~~ship~~/receiver of the cargo.

Tanks no.: 1-3-4 and 5 Portside and Starboard wing tanks,
1-2-3-4 and 5 Centertanks.

Remarks:

for Chemical Laboratory "Dr. A. Verwey"

Rotterdam

Mr. J.A. van der Winden.

JHR. H. PH. BODDAERT

22. COOLHAVEN
TELEPHONE (010) 25 10 00
ROTTERDAM-3008

TELEGRAMS: DOCTORVERWEY
ELEX 22080 VERWY NL

PVF-16

DATE: February 8 th. 1974,

to the master of m.t.v. "TRADE FORTITUDE"

Chevron-Esso Maatschap -Europoort

Our ref. no. A - _____

Subject: m.t.v. "TRADE FORTITUDE"

arrived February 7 th at 20.30 Hr.

BLading 27726,00 Long Tons

cargo Nigerian Medium Crude

Dear Sir(s),

On behalf of our principals,

Esso Nederland B.V. Dept. L.P.M., Rotterdam.

we hold you or ship's owners respectively, liable for the following fact(s) and all consequences which may arise from it

Ship's Figures: after loading: 27643,52 Long tons

at arrival : 27278,97

Shortage : 364,55 Long tons equal to 1,3%

Kindly acknowledge receipt of this letter by signing and returning two of the attached copies.

Yours faithfully

Chemical Laboratory 'Dr. A. Verwey'
Rotterdam -

UNDER PROTEST

receipt acknowledged:

(signature)

(stamp)



Esso Nederland B.V.

Gevestigd te 's-Gravenhage, handelsregister 's-Gravenhage no 4771

Benelux LP&S Department

ESSO INTERNATIONAL COMPANY,
Supply and Transportation Department,
Supply Control Division
1251 Avenue of the Americas,
NEW YORK, N.Y. 10020
U.S.A.

Uw kenmerk:
Uw brief van:
Oms kenmerk: BLPS/SO/CS/jj/74/4
Toestel:
Telegramadres:

Onderwerp: Shortage claim "TRADE FORTITUDE" discharge
Rotterdam February 8/1974

Rotterdam, February 28, 1974
Postbus 7150

Gentlemen,

According to the Bulk Cargo claim procedure, dated May 1968, we lodge a claim against the vessel bringing in a cargo of Nigerian Light and Medium crude with the motortanker "TRADE FORTITUDE" on February 8-9, 1974 at the Maatschap Europoort Terminal at Rotterdam.

The outturn figures compared with the Blading figures show an over-all loss of 0,958 volum percent according to the report of survey made out by an outside inspector. In the stream sample of the Nigerian Medium crude oil taken during unloading of the vessel the following water-contents were found:

Outside Surveyor	1.50 vol. perc.
Chevron Laboratory	1.3 - 1.4 vol. perc.
Esso Laboratory	1.0 vol. perc.
Over-all average	1.3 vol. perc.

FIGURES in barrels at 60°F

- Port of loading (Blading):

NIGELT	252.856.00
NIGMED	<u>197.112.00</u>
TOTAL	449.968.00

- Port of Discharge (Outturn):

NIGELT	253.649.46
NIGMED	<u>192.009.65</u>
TOTAL	<u>445.659.11</u>

SHORT 4.308.89

0.958 vol. percent

=====

45.

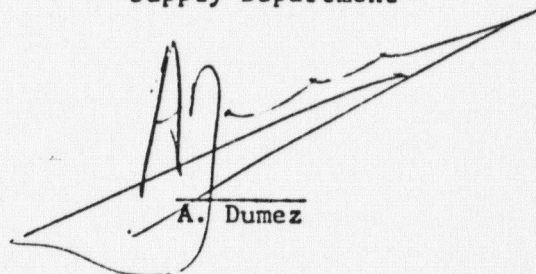
./2

C and F Value in US dollars of the shortweight, calculated according to the formula:
 (actual loss - 0,5 standard transportation loss) x laiddown cost Rotterdam amounts to:

FOB value 2059 x \$ 10.321 (API 25.76)	=	21.250.94
Freight value 306 LTNS x 4.75 x WS 198.5	=	<u>2.845.80</u>
C&F value		24.096.74

All documentation we could gather and that are required for a valid claim are made out in quadruplicate and attached.
 Looking forward to your reaction, we remain

ESSO NEDERLAND B.V.
 Benelux Logistics Planning & Supply Department
 Supply Department


 A. Dumez

46

HSy/jj
 Encl.: 4

ESSO INTERNATIONAL

1735 AVENUE OF THE AMERICAS, NEW YORK, N.Y. 10020

Supply and Transportation Department

December 22, 1972

INTER-AFFILIATE BLANKET CHARTER AGREEMENT (REVISED)

Esso Tankvaart Maatschappij N.V.
P.O. Box 110
The Hague, Netherlands

Gentlemen:

Earlier this year we forwarded two copies of a revised Inter-Affiliate Blanket Charter Agreement for your signature. Similar letters were sent to all other affiliates who could be expected to inward or outward charter tonnage. A number of affiliates signed the documents, but others felt further revisions were required to make it a satisfactory inter-affiliate chartering arrangement. We agreed with many of their suggestions and have prepared the attached, revised I.A.B.C.A. for your review and signature.

This Agreement simplifies chartering between affiliates by eliminating the preparation of a long, detailed charter party each time a voyage charter is made. Most transportation contracts between STB and affiliates specify that charters be made "in accordance with the terms of the Inter-Affiliate Blanket Charter Agreement." Occasionally, other charters are needed which arise from purely spot situations. The I.A.B.C.A. is convenient for these special arrangements also. In all cases, however, the two parties must agree to use the Blanket Charter. If the I.A.B.C.A. does not seem appropriate to a certain arrangement the parties must then negotiate a separate charter party.

If you had executed the earlier one, please destroy it and we will destroy the copy of our files. If you have not executed the earlier version and still have both copies in your possession, please destroy them.

If you have no questions about the revised I.A.B.C.A. attached, please return a signed copy to this office.

Very truly yours,

CONTRACTS & CHARTERING

By _____
W.H. White

WHW:kml
Attachment

cc: Mr. H. Hesse, Esso Europe Inc., London (W/A)

INTER-AFFILIATE BLANKET CHARTER AGREEMENT

It is hereby mutually understood and agreed between ESSO TANKVAART MAATSCHAPPIJ N.V. and such of the affiliates listed in Clause 3 below, who may have executed a similar document, that:

1. Whenever a voyage charter of a vessel from one of the parties (hereinafter called Owner) to another of the parties (hereinafter called Charterer) takes place the parties may agree that the terms and conditions of the attached Exhibit "A" shall apply.
2. Each such charter shall be concluded and documented by a letter, cable or telex from Owner to Charterer for Charterer's acceptance. The letter, cable or telex shall include the following information in the order listed:

- A. Name of vessel
- B. Quantity(ies) and grade(s) of cargo
- C. Expected loading date
- D. Loading port(s)
- E. Discharging port(s)
- F. Freight & Demurrage Rate
- G. Exceptions, if any, to terms and conditions of Exhibit "A"

3. Affiliates referred to above:

HUMBLE OIL & REFINING COMPANY
STANDARD TANKERS (BAHAMAS) COMPANY LIMITED
ESSO STANDARD EASTERN TANKERS LIMITED
THE THESSALONIKI PETROLEUM REFINERY CORP.
ESSO EUROPE SUPPLY COMPANY LIMITED
ESSO AKTIENGESELLSCHAFT
ESSO CHEMICAL SUPPLY COMPANY INC.
ESSO INTERNATIONAL INC.
ESSO SUPPLY COMPANY INC.
ESSO PETROLEUM COMPANY LIMITED
ESSO TANKSCHIFF REEDEREI G.m.b.H.
SVENSKA ESSO A/B
DANSK ESSO A/S
ESSO STANDARD SOCIETE ANONYME FRANCAISE
ESSO TANKVAART MAATSCHAPPIJ N.V.
ESSO BELGIUM S.A.
ESSO STANDARD ITALIANA S.p.A.
A/S NORSKE ESSO
OY ESSO A.B.
ESSO STANDARD (SWITZERLAND)
ESSO STANDARD ESPANOLA, S.A.
ESSO STANDARD PORTUGUESA (COMPANHIA DE PETROLEOS) S.A.R.L.
CORAL PETROLEUM COMPANY, LIMITED
IMPERIAL OIL LIMITED
ESSO STANDAPD (AUSTRIA) AKTIENGESELLSCHAFT

IN WITNESS WHEREOF this agreement has been executed as of January 1, 1972.

WITNESS:

ESSO TANKVAART MAATSCHAPPIJ N.V.

EXHIBIT "A"

CHARTER PARTY FORM

- A. Each charter made pursuant to this Agreement shall be considered as made under and subject to the terms and conditions of the attached ESSOVOY 1969 Charter Party, including the Special Provisions attached thereto.
- B. No terms and conditions other than those provided for in this Agreement shall be incorporated in any charter hereunder unless agreed upon by Owner and Charterer.

SPECIAL PROVISIONS

1. In the event vessel is required to enter a port or area excluded under the ordinary War Risk Policy by war risk underwriters, the additional premium to insure the vessel and/or crew and/or freight against war risks will be for Charterer's account.
2. Crew war bonus shall be for Charterer's account.
3. Insurance premiums for breach of Institute Warranty Limits attached and/or ice risk premiums shall be for Charterer's account. Vessel shall not be bound to force ice.
4. Reference to WORLDSCALE includes any Amendments or Supplements which have been issued or may be issued in the future.
5. So long as the Suez Canal remains closed, the Cape/Cape rate shall apply to any voyage which normally would include a transit or transits of the Canal.
6. A. If the voyage involves an expected transit or transits of the Suez or Panama Canal and during the voyage any obstruction of the Canal or approaches thereto (other than any obstruction thereof caused by the vessel) prevents or delays or is expected to prevent or delay the passage of the vessel through the Canal, then if when any such obstruction (other than as aforesaid) occurs or whilst the same continues:
 - (1) the vessel is loaded and either has not entered the Canal or (having entered the Canal) is able and permitted to return to and clear the entrance to the Canal, the Owner may direct the vessel:
either a. to complete the proposed voyage to the discharge port via the Cape of Good Hope or Cape Horn or Strait of Magellan, whichever appropriate, in which event the Owner shall be paid as freight for the voyage an amount equal to the total of:
 1. the freight which would have been payable if the proposed round voyage had been performed via the Canal (excluding Canal dues and tolls not actually incurred); and
 2. such a sum including bunkers and port charges in respect of the additional time spent by the vessel awaiting orders and deviating and proceeding via the Cape of Good Hope or Cape Horn or Strait of Magellan, whichever appropriate (excluding any time lost as a result of delays due to the vessel not for any reason (other than stress of weather) being able to steam at her full service speed) as will give to the Owner the same daily net return on the vessel for the period of such additional time as

A. (1) a. 2. (continued)

the daily net return which the Owner would have received if the vessel had performed the original intended round voyage calculated at the freight rate per ton specified in the Charter applicable to such round voyage;

or b. with the prior approval of the Charterer to deviate (if necessary) and discharge the vessel's cargo into any safe port, depot, craft or place approved by the Charterer in which event the completion of such discharge shall be deemed completion of the originally intended voyage and the Owner shall be paid as freight for the voyage such an amount including bunkers and port charges as will give to the Owner the same daily net return on the vessel for the period of the voyage (including any deviation or delay awaiting orders but excluding any time lost as a result of delays due to the vessel not for any reason (other than stress of weather) being able to steam at her full service speed) as the daily net return which the Owner would have received if the vessel had performed the originally intended round voyage calculated at the freight rate per ton specified in the Charter applicable to such round voyage:

(2) the vessel is in ballast and proceeding to a loading port, and either has not entered the Canal or (having entered the Canal) is able and permitted to return to and clear the entrance to the Canal, the Charterer shall either direct the vessel to proceed via the Cape of Good Hope or Cape Horn or Strait of Magellan, whichever appropriate, to the intended loading port or to some other safe loading port within the range of ports specified in the Charter or (subject to the prior approval of the Owner) may direct the vessel to load at some other safe port the route to which does not involve a transit of the Canal, in either of which events the Owner shall be paid by the Charterer an amount equal to the total of:

- a. freight at the freight rate per ton specified in the Charter for actual voyage performed by the vessel; and
- b. the cost of any deviation or delay awaiting orders involved (excluding any time lost as a result of delays due to the vessel not for any reason (other than stress of weather) being able to steam at her full service speed) based on the vessel's daily net return for the originally intended round voyage and calculated at the freight rate per ton specified in the Charter for such round voyage; and

6. A. (2) (continued)

- c. any additional expense including bunkers and port charges incurred by the vessel on account of the change in the loading port.

B. The Owner shall not be liable for any loss, damage or delay caused to the Charterer by reason of any such obstruction (other than as aforesaid).

7. If war or hostilities, or the threat thereof, result in the vessel being delayed or deviating or being ordered to discharge at any port or ports other than that or those originally intended at the commencement of the voyage, the Charterer shall, in addition to paying the Owner the full freight and other charges provided in this Charter for the originally indicated voyage, reimburse the Owner for all additional expenses incurred by the Owner as a result of any such delay or deviation or alteration of the port or ports of discharge. Such expense shall include, but not be limited to, bunkers, port charges, canal tolls (if any) and payment for the extra time (if any) consumed by the vessel. Such extra time shall be the difference between:

- A. the time consumed by the vessel on her actual itinerary from the first loading port to the port of final discharge, plus the time which the vessel (at the vessel's normal speed) would reasonably take to make the most direct return to the first loading port after completion of discharge on the assumption that the vessel would not be delayed or required to deviate therefrom due to war or hostilities or any threat thereof; and
- B. the time which the vessel (at the vessel's normal speed) would reasonably take to make the round trip on the originally intended voyage on the same assumption.
- C. The basis for valuing extra time shall be:
 - (1) in respect of steaming time, the vessel's net daily return on the originally intended voyage calculated by subtracting from the total freight the cost of bunkers, port charges and canal tolls (if any) and dividing the remainder by the round trip voyage days, assuming a normal ballast passage back to the first loading port; and
 - (2) in respect of delays or stoppages at sea or in port at 100% of the demurrage rate herein provided, or if the voyage is subject to the terms of SPRINT, then, in respect of delays or stoppages in port, terms and conditions of SPRINT shall apply.

For the purpose of this clause, the expression "originally intended voyage" shall mean the voyage contemplated by the last voyage instructions

7. C. (continued)

given by the Charterer to the Owner or the Master of the vessel prior to any revisions in the route of the vessel necessitated by war or hostilities or any threat thereof.

8. Owner is engaged in a program to prevent oil pollution. If vessel retains tank washing residues on board because of the lack of adequate slop facilities ashore at either loading or discharging ports, Charterer shall pay a surcharge in accordance with the following table:

<u>Freight Rate Per Ton*</u>	<u>Surcharge Per Ton of Cargo Loaded (excluding retained residues)</u>
Under \$1.00	No charge
\$1.00 to \$4.99	1¢
\$5.00 to \$8.99	2¢
\$9.00 and over	3¢

*Based on contract level excluding Canal tolls.

9. If Owner grants Charterer the option of reloading the vessel with a part cargo as described in Part I. E. at any port of discharge nominated by the Charterer within the discharge options contained in Part I. D., Owner agrees to discharge such reloaded cargo at any other discharge port, or ports, previously nominated, provided such port or ports lie within the rotation of discharge ports previously nominated. If this option is exercised, freight shall be payable at the demurrage rate stipulated in Clause I, Part I, for additional time consumed awaiting berth and/or cargo and/or tank preparation and/or loading and discharging such cargo, and any additional port charges incurred as a result of such reloading shall be for Charterer's account. However, if voyage is subject to terms of SPRINT, freight shall be payable as follows: Reloaded cargo quantity divided by the total cargo originally loaded, times 27 hours, plus tank cleaning time, if any, valued at 100% of the demurrage rate stipulated in Part I. 1, and any additional port charges incurred as a result of such reloading will be for the Charterer's account. Any difference - plus or minus - between actual time and the time calculated and charged to the Charterer as freight, exclusive of tank cleaning time, will be handled through the terms of the SPRINT Agreement.
10. Where the freight payable in respect of the voyage is expressed as a percentage of the flat rate of any established freight rate schedule and any of the provisions of that freight rate schedule are in conflict with any of the provisions of this Charter, then (unless and to the extent otherwise agreed between the Owner and the Charterer) the provisions of the freight rate schedule so in conflict shall prevail. However, if the voyage is subject to the terms of SPRINT and if there is a conflict between the terms of SPRINT and the terms of any established freight schedule the terms of SPRINT shall supersede the terms of the freight schedule to the extent of such conflict.

11. SHOULD THIS CHARTER COVER PART CARGOES, THE FOLLOWING ADDITIONAL CLAUSES AND CORRECTIONS ARE TO APPLY

- A. In the event more than one part cargo is loaded for account different Charterers, all charges for Charterer's account excluding freight and demurrage shall be borne proportionately in accordance with quantities of cargo loaded.
- B. Shifting expenses incurred in loading and discharging this part cargo or those of other Charterers of space on the vessel together with any demurrage resulting from time consumed by such shifting shall be borne by all Charterers pro rata according to their respective quantities of cargo. Time consumed shall apply against laytime allowed.
- C. Owner has the option of loading balance of cargo at same or other loading port or ports for discharge at the same or other discharge port or ports for own or other account.
- D. Part II. Clause 1 line 9 delete "full and complete".
- E. Clause 3 shall read as follows:

Should the Charterer fail to supply the part cargo as described in Clause E of Part I, the vessel may, at the Master's option, and shall, upon the request of the Charterer, proceed on her voyage, provided that the tanks in which cargo is loaded are sufficiently filled to put her in seaworthy condition. In that event, however, deadfreight shall be paid at the rate specified in Part I hereof, on the difference between the intake quantity and the quantity the vessel would have carried if loaded with a part cargo as described in Clause E of Part I.

- F. Hours allowed for loading and discharging shall be divided proportionately in accordance with quantities of cargo loaded.
12. If the terms of the System to Provide Incentive for Turnaround (SPRINT) apply to a voyage to be performed under this Blanket Charter Agreement, and there is a conflict between the terms of SPRINT and the terms of this Blanket Charter Agreement, the terms of SPRINT shall supersede the terms of this Blanket Charter Agreement to the extent of such conflict.
13. Should it become necessary to withdraw the vessel from the berth because of its failure (not caused by restrictions placed upon it by shore facilities or requirements) to maintain a satisfactory discharge rate, all time and expenses incurred are to be for Owner's account.
14. Sublet - Assignment:
- A. Charterer, upon notice to Owner, may assign this Charter Party to any of its affiliates.

14. (continued)

- B. Charterer shall also have the right to sublet the vessel, but in the event of a sublet, Charterer shall always remain responsible for the fulfillment of this Charter in all its terms and conditions.
15. If vessel is coiled, Owner warrants that vessel is capable of heating cargo and Owner agrees to instruct the Master that the cargo is to be kept heated on passage to discharging port(s) and throughout discharge in accordance with the instructions issued by Charterer or Cargo Suppliers at loading port(s).
16. The Master will not unreasonably limit the loading rate per hour or the number of grades loaded simultaneously when loading cargo. Suppliers will be able to load the vessel at the rates they deem necessary, having due regard to the safety of the vessel. If requested by Charterer, the Master will agree to discharge more than one grade simultaneously, provided the Master is satisfied that the vessel's pumps and cargo lines are in a condition to permit such discharge.
17. All charges and credits arising from this Charter Party shall be made through the Esso International Inc. inter-company accounting system.

15/5/72

INSTITUTE WARRANTIES

1. Warranted no:—

- (a) Atlantic Coast of North America, its rivers or adjacent islands.
 - (i) north of $52^{\circ} 10'$ N. Lat. and west of 50° W. Long.;
 - (ii) south of $52^{\circ} 10'$ N. Lat. in the area bounded by lines drawn between Battle Harbour/Pistolet Bay; Cape Ray/Cape North; Port Hawkesbury/Port Mulgrave and Baie Comeau/Matane, between 21st December and 30th April b.d.i.
 - (iii) west of Baie Comeau/Matane (but not west of Montreal) between 1st December and 30th April b.d.i.
- (b) Great Lakes or St. Lawrence Seaway west of Montreal.
- (c) Greenland Waters.
- (d) Pacific Coast of North America its rivers or adjacent islands north of $54^{\circ} 30'$ N. Lat., or west of $130^{\circ} 50'$ W. Long.

2. Warranted no Baltic Sea or adjacent waters east of 15° E. Long.

- (a) North of a line between Mo ($63^{\circ} 24'$ N. Lat.) and Vasa ($63^{\circ} 06'$ N. Lat.) between 15th November and 5th May b.d.i.
- (b) East of a line between Viipuri (Vyborg) ($28^{\circ} 47'$ E. Long.) and Narva ($28^{\circ} 12'$ E. Long.) between 21st November and 5th May b.d.i.
- (c) North of a line between Stockholm ($59^{\circ} 20'$ N. Lat.) and Tallinn ($59^{\circ} 24'$ N. Lat.) between 15th December and 15th April b.d.i.
- (d) East of 22° E. Long. and south of 59° N. Lat. between 15th December and 15th April b.d.i.

3. Warranted not North of 70° N. Lat. other than voyages direct to or from any port or place in Norway or Kola Bay.

4. Warranted no Behring Sea, no East Asian waters north of 46° N. Lat. and not to enter or sail from any port or place in Siberia except Nakhodka and/or Vladivostok.

5. Warranted not to proceed to Kerguelen and/or Crozet Islands or south of 50° S. Lat., except to ports and/or places in Patagonia and/or Chile and/or Falkland Islands, but liberty is given to enter waters south of 50° S. Lat., if en route to or from ports and/or places not excluded by this warranty.

6. Warranted not to sail with Indian Coal as cargo:—

- (a) between 1st March and 30th June, both days inclusive.
- (b) between 1st July and 30th September, both days inclusive, except to ports in Asia, not West of Aden or East of or beyond Singapore.

CL 26. Sold by Witherby & Co. Ltd., London, E.C.4.

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ESSO INTERNATIONAL INC.
SUPPLY AND TRANSPORTATION

CODE WORD FOR THIS
CHARTER PARTY:

ESSOVOY
1969

TANKER VOYAGE CHARTER PARTY

PREAMBLE

Place

Date

IT IS THIS DAY AGREED between

chartered owner/owner (hereinafter called the "Owner") of the

SS/MS

(hereinafter called the "Vessel")

and

(hereinafter called the "Charterer")

that the transportation herein provided for will be performed subject to the terms and conditions of this Charter Party, which includes this Preamble and Part I and Part II. In the event of a conflict, the provisions of Part I will prevail over those contained in Part II.

PART I

A. Description and Position of Vessel:

Deadweight: tons (2240 lbs.)

Classed:

Loaded draft of Vessel on assigned summer freeboard

ft. in. in salt water.

Capacity for cargo: tons (of 2240 lbs. each)

% more or less, Vessel's option.

Coated: ☐ Yes ☐ No

Coiled: ☐ Yes ☐ No

Last two cargoes:

Now:

Expected Ready:

B. Laydays:

Commencing:

Cancelling:

C. Loading Port(s):

Charterer's Option

D. Discharging Port(s):

Charterer's Option

E. Cargo:

Charterer's Option

F. Freight Rate:

per ton (of 2240 lbs. each).

G. Freight Payable to:

at

H. Total Laytime in Running Hours:

J. Commission of % is payable by Owner to

on the actual amount of freight, when and as freight is paid.

K. The place of General Average and arbitration proceedings to be London/New York (strike out one).

L. Tovalop: Owner warrants vessel to be a member of TOVALOP scheme and will be so maintained throughout duration of this charter.

M. Special Provisions:

IN WITNESS WHEREOF, the parties have caused this Charter, consisting of a Preamble, Parts I and II, to be executed in duplicate as of the day and year first above written.

Witness the signature of:

By:

Witness the signature of:

By:

BEST COPY AVAILABLE

PART II

1. WARRANTY-VOYAGE-CARGO. The vessel, classed as specified in Part I hereof, and to be so maintained during the currency of this Charter, shall, with all convenient dispatch, proceed as ordered to Loading Port(s) named in accordance with Clause 4 hereof, or so near thereto as she may safely get (always afloat), and being in every respect fitted for the voyage, so far as the foregoing conditions can be attained by the exercise of due diligence, perils of the sea and any other cause of whatsoever kind beyond the Owner's and/or Master's control excepted, shall load (always afloat) from the factors of the Charter a full and complete cargo of petroleum and/or its products in bulk, not exceeding what she can reasonably stow and carry over and above her bunker fuel, consumable stores, boiler feed, culinary and drinking water, and complement and their effects (sufficient space to be left in the tanks to provide for the expansion of the cargo), and being so loaded shall forthwith proceed, as ordered on signing Bills of Lading, direct to the Discharging Port(s), or so near thereto as she may safely get (always afloat), and deliver said cargo. If heating of the cargo is requested by the Charterer, the Owner shall exercise due diligence to maintain the temperatures requested.

2. FREIGHT. Freight shall be at the rate stipulated in Part I and shall be computed on intake quantity (except deadfreight as per Clause 3) as shown on the Inspector's Certificate of Inspection. Payment of freight shall be made by Charterer without discount upon delivery of cargo at destination, less any disbursements or advances made to the Master or Owner's agents at ports of loading and/or discharge and cost of insurance thereon. No deduction of freight shall be made for water and/or sediment contained in the cargo. The services of the Petroleum Inspector shall be arranged and paid for by the Charterer who shall furnish the Owner with a copy of the Inspector's Certificate.

3. DEADFREIGHT. Should the Charterer fail to supply a full cargo, the Vessel may, at the Master's option, and shall, upon request of the Charterer, proceed on her voyage, provided that the tanks in which cargo is loaded are sufficiently filled to put her in seaworthy condition. In that event, however, deadfreight shall be paid at the rate specified in Part I hereof on the difference between the intake quantity and the quantity the Vessel would have carried if loaded to her minimum permissible freeboard for the voyage.

4. NAMING LOADING AND DISCHARGE PORTS.

(a) The Charterer shall name the loading port or ports at least twenty-four (24) hours prior to the Vessel's readiness to sail from the last previous port of discharge, or from bunkering port for the voyage, or upon signing this Charter if the Vessel has already sailed. However, Charterer shall have the option of ordering the Vessel to the following destinations for wireless orders:

ST. KITTS On a voyage to a port or ports in:
PORT SAID Caribbean or U.S. Gulf loading port(s)
Eastern Mediterranean or Persian Gulf loading port(s)
(from ports west of Port Said.)

(b) If lawful and consistent with Part I and with the Bills of Lading, the Charterer shall have the option of nominating a discharging port or ports by radio to the Master on or before the Vessel's arrival at or off the following places:

LAND'S END On a voyage to a port or ports in:
United Kingdom/Continental (Bordeaux/Hamburg range)
or Scandinavia (including Denmark)
SUEZ Mediterranean (from Persian Gulf)
GIBRALTER Mediterranean (from Western Hemisphere).

(c) Any extra expense incurred in connection with any change in loading or discharging ports (so named) shall be paid for by the Charterer and any time thereby lost to the Vessel shall count as used laytime.

5. LAYDAYS. Laytime shall not commence before the date stipulated in Part I, except with the Charterer's sanction. Should the Vessel not be ready to load by 4:00 o'clock P.M. (local time) on the cancelling date stipulated in Part I, the Charterer shall have the option of cancelling this Charter by giving Owner notice of such cancellation within twenty-four (24) hours after such cancellation date; otherwise this Charter to remain in full force and effect.

6. NOTICE OF READINESS. Upon arrival at customary anchorage at each port of loading or discharge, the Master or his agent shall give the Charterer or his agent notice by letter, telegraph, wireless or telephone that the Vessel is ready to load or discharge cargo, berth or no berth, and laytime, as hereinafter provided, shall commence upon the expiration of six (6) hours after receipt of such notice, or upon the Vessel's arrival in berth (i.e., finished mooring when at a sealoading or discharging terminal and all fast when loading or discharging alongside a wharf), whichever first occurs. However, where delay is caused to Vessel getting into berth after giving notice of readiness for any reason over which Charterer has no control, such delay shall not count as used laytime.

7. HOURS FOR LOADING AND DISCHARGING. The number of running hours specified as laytime in Part I shall be permitted the Charterer as laytime for loading and discharging cargo; but any delay due to the Vessel's condition or breakdown or inability of the Vessel's facilities to load or discharge cargo within the time allowed shall not count as used laytime. If regulations of the Owner or port authorities prohibit loading or discharging of the cargo at night, time so lost shall not count as used laytime; if the Charterer, shipper or consignee prohibits loading or discharging at night, time so lost shall count as used laytime. Time consumed by the vessel in moving from loading or discharge port anchorage to her loading or discharge berth, discharging ballast water or slops, will not count as used laytime.

8. DEMURRAGE. Charterer shall pay demurrage per running hour and pro rata for a part thereof at the rate specified in Part I for all time that loading and discharging and used laytime as elsewhere herein provided exceeds the allowed laytime elsewhere herein specified. If, however, demurrage shall be incurred at ports of loading and/or discharge by reason of fire, explosion, storm or by a strike, lockout, stoppage or restraint of labor or by breakdown of machinery or equipment in or about the plant of the Charterer, supplier, shipper or consignee of the cargo, the rate of demurrage shall be reduced one-half of the amount stated in Part I per running hour or pro rata for part of an hour for demurrage so incurred. The Charterer shall not be liable for any demurrage for delay caused by strike, lockout, stoppage or restraint of labor for Master, officers and crew of the Vessel or tug/boat or pilots.

9. SAFE BERTHING-SHIFTING. The vessel shall load and discharge at any safe place or wharf, or alongside vessels or lighters reachable on her arrival, which shall be designated and procured by the Charterer, provided the Vessel can proceed thereto, lie at, and depart therefrom always safely afloat, and without liability to the Charterer at the expense, risk and peril of the Charterer. The Charterer shall have the right of shifting the Vessel at ports of loading and/or discharge from one safe berth to another on payment of all towage and pilotage shifting to next berth, charges for running lines on arrival at and leaving that berth, additional agency charges and expense, customs or time and fees, and any other extra port charges or port expenses incurred by reason of using more than one berth. Time consumed on account of shifting shall count as used laytime except as otherwise provided in Clause 15.

10. PUMPING IN AND OUT. The cargo shall be pumped into the Vessel at the expense, risk and peril of the Charterer, and shall be pumped out of the Vessel at the expense of the Vessel, but at the risk and peril of the Vessel only so far as the Vessel's permanent hose connections, where delivery of the cargo shall be taken by the Charterer or its consignee. If required by Charterer, Vessel after discharging is to clear shore pipe lines of cargo by pumping water through them and time consumed for this purpose shall apply against allowed laytime. The Vessel shall supply her pumps and the necessary power for discharging in all ports, as well as necessary hands. However, should the Vessel be prevented from supplying such power by reason of regulations prohibiting fires on board, the Charterer or consignee shall supply, at its expense, all power necessary for discharging as well as loading, but the Owner shall pay for power supplied to the Vessel for other purposes. If cargo is loaded from lighters, the Vessel shall furnish steam at Charterer's expense for pumping cargo into the Vessel, if requested by the Charterer, providing the Vessel's facilities for generating steam and is permitted to have fires on board. All overtime of officers and crew incurred in loading and/or discharging shall be for account of the Vessel.

neglect, default or barratry of the Master, pilots, mariners or other servants of the Owner in the navigation or management of the Vessel, fire, unless caused by the personal design or neglect of the Owner; collision, stranding or peril, danger or accident of the sea or other navigable waters; saving or attempting to save life or property; wastage in weight or bulk, or any other loss or damage arising from inherent defect, quality or vice of the cargo, any act or omission of the Charterer or Owner, shipper or consignee of the cargo, their agents or representatives; insufficiency of packing, insufficiency or inadequacy of marks; explosion, bursting of boilers, breakage of shafts, or any latent defect in hull, equipment or machinery; unseaworthiness of the Vessel unless caused by want of due diligence on the part of the Owner; or from any other cause of whatsoever kind arising without the actual fault or privity of the Owner. And neither the Vessel nor Master or Owner, nor the Charterer, shall, unless otherwise in this Charter expressly provided, be responsible for any loss or damage or delay or failure in performing hereunder, arising or resulting from:—Act of God, act of war, perils of the seas; act of public enemies, pirates or assuming thieves; arrest or restraint of princes, rulers or people, or seizure under legal process provided bond is promptly furnished to release the Vessel or cargo; strike or lockout or stoppage or restraint of labor from whatever cause, either partial or general; or riot or civil commotion.

20. ISSUANCE AND TERMS OF BILLS OF LADING

(a) The Master shall, upon request, sign Bills of Lading in the form appearing below for all cargo shipped but without prejudice to the rights of the Owner and Charterer under the terms of this Charter. The Master shall not be required to sign Bills of Lading for any port which, the Vessel cannot enter, remain, at and leave in safety and always afloat nor for any blocked port.

(b) The carriage of cargo under this Charter, Part I and under all Bills of Lading issued for the cargo shall be subject to the statutory provisions and other terms set forth or specified in sub-paragraphs (i) through (vii) of this clause and such terms shall be incorporated verbatim or be deemed incorporated by the reference in any such Bill of Lading. In such sub-paragraphs and in any Act referred to therein, the word "carrier" shall include the Owner and the Chartered Owner of the Vessel.

(i) **CLAUDE PARAMOUNT.** This Bill of Lading shall have effect subject to the provisions of the Carriage of Goods by Sea Acts of the United States, approved April 16, 1936, except that if this Bill of Lading is issued at a place where any other Act, or finance or legislation gives statutory effect to the International Convention for the Unification of Certain Rules relating to Bills of Lading at Brussels, August 1924, then this Bill of Lading shall have effect, subject to the provisions of such Act, ordinance or legislation. The applicable Act, ordinance or legislation (hereinafter called the "Act") shall be deemed to be incorporated herein and nothing contained herein shall be deemed a surrender by the Owner of any of its rights or immunities or an increase of any of its responsibilities or liabilities under the Act. If any term of this Bill of Lading be repugnant to the Act to any extent, such term shall be void to that extent but no further.

(ii) **JASON CLAUSE.** In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Owner is not responsible, by statute, contract or otherwise, the cargo shippers, consignees or owners of the cargo shall contribute with the Owner in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo. If a salving ship is owned or operated by the Owner, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the Owner or his agents may deem sufficient to cover the estimated contribution of the cargo and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the cargo to the carrier before delivery.

(iii) **GENERAL AVERAGE.** General Average shall be adjusted, stated and settled according to York/Antwerp Rules 1950 and, as to matters not provided for by those rules, according to the laws and usages at the port of New York or at the port of London, whichever place is specified in Part I of this Charter. If a General Average statement is required, it shall be prepared at such port or place in the United States or United Kingdom, whichever country is specified in Part I of this Charter, as may be selected by the Owner, unless otherwise mutually agreed, by an Adjuster appointed by the Owner and approved by the Charterer. Such Adjuster shall attend to the settlement and the collection of the General Average, subject to customary charges. General Average Agreements and/or security shall be furnished by Owner and/or Charterer, and/or Owner and/or Consignee of cargo, if requested. Any cash deposit being made at security to pay General Average and/or salvage shall be remitted to the Average Adjuster and shall be held by him at his risk in a special account in a duly authorized and licensed bank at the place where the General Average statement is prepared.

(iv) **BOTH TO BLAME.** If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, mariner, pilot or the servants of the Owner in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder shall indemnify the Owner against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or Owner. The foregoing provisions shall also apply where the owners, operators or those at fault in charge of any ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

(v) **LIMITATION OF LIABILITY.** Any provision of this Charter to the contrary notwithstanding, the Owner shall have the benefit of all limitations of, and exemptions from, liability according to the owner or chartered owner of vessels by any statute or rule of law for the time being in force.

(vi) **WAR RISKS.** (a) If any port of loading or of discharge named in this Charter Party or to which the Vessel may properly be ordered pursuant to the terms of the Bills of Lading be blockaded, or

(b) if owing to any war, hostilities, warlike operations, civil war, civil commotions, revolutions or the operation of international law (a) entry to any such port of loading or of discharge or the loading or discharge of cargo at any such port be considered by the Master or Owners in his or their discretion dangerous or prohibited or (b) if be considered by the Master or Owners in his or their discretion dangerous or impossible for the Vessel to reach any such port of loading or discharge— the Charterers shall have the right to order the cargo of such part of it as may be affected to be loaded or discharged at any other safe port of loading or of discharge within the range of loading or discharging ports respectively established under the provisions of the Charter Party (provided such other port is not blockaded or that entry thereto or loading or discharge of cargo thereat is not in the Master's or Owners' discretion dangerous or prohibited). If in respect of a port of discharge no orders be received from the Charterers within 48 hours after they or their agents have received from the Owners a request for the nomination of a substitute port, the Owners shall then be at liberty to discharge the cargo at any safe port which they or the Master may in their or his discretion decide on (whether within the range of discharging ports established under the provisions of the Charter Party or not) and such discharge shall be deemed to be due fulfillment of the contract or contracts of affreightment so far as cargo so discharged is concerned. In the event of the cargo being loaded or discharged at any such other port within the respective range of loading or discharging ports established under the provisions of the Charter Party, the Charter Party shall be read in respect of freight and all other conditions whatsoever as if the voyage performed were that originally designated. In the event, however, that the Vessel discharges the cargo at a port outside the range of discharge ports established under the provisions of the Charter Party, freight shall be paid as for the voyage originally designated and all extra expenses involved in reaching the actual port of discharge and/or discharging the cargo thereat shall be paid by the Charterers or Owners. In the latter event the Owners shall have a lien on the cargo for all such extra expenses.

(c) The Vessel shall have liberty to comply with any directions or recommendations as to departure, arrival, routes, ports of call, stoppages, destinations, zones, waters, delivery or in any otherwise whatsoever given by the government of the nation or nations, the delivery

PART II

1. **WARRANTY-VOYAGE-CARGO.** The vessel, classed as specified in Part I hereof, and to be maintained during the currency of this Charter, shall, with all convenient dispatch, proceed as ordered to Loading Ports named in accordance with Clause 4 hereof, or so near thereto as she may safely yet (always afloat), and being seaworthy, and having all pipes, pumps and heater coils in good working order, and being in every respect fitted for the voyage, so far as the foregoing conditions can be attained by the exercise of due diligence, both of the sea and any other cause of whatsoever kind beyond the Owner's and/or Master's control excepted, shall load (always afloat) from the factors of the Charter a full and complete cargo of petroleum and/or its products in bulk, not exceeding what she can reasonably stow and carry over and above her bunker fuel, consumable stores, boiler feed, culinary, drinking water, and complement and their effects (sufficient space to be left in the tanks to provide for expansion of the cargo), and being so loaded shall forthwith proceed, as ordered on signing Bills of Lading, direct to the Discharging Port(s), or so near thereto as she may safely yet (always afloat), and deliver said cargo. If heating of the cargo is requested by the Charterer, the Owner shall exercise due diligence to maintain the temperatures requested.

2. **FREIGHT.** Freight shall be at the rate stipulated in Part I and shall be computed on intake quantity (except deadfreight as per Clause 3) as shown on the Inspector's Certificate of Inspection. Payment of freight shall be made by Charterer without discount upon delivery of cargo at destination, less any disbursements or advances made to the Master or Owner's agents at ports of loading and/or discharge and cost of insurance thereon. No deduction of freight shall be made for water and/or sediment contained in the cargo. The service of the Petroleum Inspector shall be arranged and paid for by the Charterer who shall furnish the Owner with a copy of the Inspector's Certificate.

3. **DEADFREIGHT.** Should the Charterer fail to supply a full cargo, the Vessel may, at the Master's option, and shall, upon request of the Charterer, proceed on her voyage, provided that the tanks in which cargo is loaded are sufficiently filled to put her in seaworthy condition. In that event, however, deadfreight shall be paid at the rate specified in Part I hereof on the difference between the intake quantity and the quantity the Vessel would have carried if loaded to her minimum permissible freeboard for the voyage.

4. NAMING LOADING AND DISCHARGE PORTS.

(a) The Charterer shall name the loading port or ports at least twenty-four (24) hours prior to the Vessel's readiness to sail from the last previous port of discharge, or from bunkering port for the voyage, or upon signing this Charter if the Vessel has already sailed. However, Charterer shall have the option of ordering the Vessel to the following destinations for wireless orders:

ST. KITS
PORT SAID

On a voyage to a port or ports in:
Caribbean or U.S. Gulf loading port(s)
Eastern Mediterranean or Persian Gulf loading port(s)
(from ports west of Port Said.)

(b) If lawful and consistent with Part I and with the Bills of Lading, the Charterer shall have the option of nominating a discharging port or ports by radio to the Master on or before the Vessel's arrival at or off the following places:

Place of Discharge
LAND'S END United Kingdom/continent (Bordeaux/Hamburg range)
or Scandinavia (including Denmark)
SUEZ Mediterranean (from Persian Gulf)
GIBRALTER Mediterranean (from Western Hemisphere)

(c) Any extra expense incurred in connection with any change in loading or discharging ports (so named) shall be paid for by the Charterer and any time thereby lost to the Vessel shall count as used laytime.

5. **LAYDAYS.** Laytime shall not commence before the date stipulated in Part I, except with the Charterer's sanction. Should the Vessel not be ready to load by 4:00 o'clock P.M. (local time) on the cancelling date stipulated in Part I, the Charterer shall have the option of cancelling this Charter by giving Owner notice of such cancellation within twenty-four (24) hours after such cancellation date; otherwise this Charter to remain in full force and effect.

6. **NOTICE OF READINESS.** Upon arrival at customary anchorage at each port of loading or discharge, the Master or his agent shall give the Charterer or his agent notice by letter, telegraph or telephone that the Vessel is ready to load or discharge cargo, berth or no berth, and laytime, as hereinafter provided, shall commence upon the expiration of six (6) hours after receipt of such notice, or upon the Vessel's arrival in berth (i.e., finished mooring when at a reloading or discharging terminal and all fast when loading or discharging alongside a wharf), whichever first occurs. However, where delay is caused to Vessel getting into berth after giving notice of readiness for any reason over which Charterer has no control, such delay shall not count as used laytime.

7. **HOURS FOR LOADING AND DISCHARGING.** The number of running hours specified as laytime in Part I shall be permitted the Charterer as laytime for loading and discharging cargo, but any delay due to the Vessel's condition or break down or inability of the Vessel's facilities to load or discharge cargo within the time allowed shall not count as used laytime. If regulations of the Owner or port authorities prohibit loading or discharging of the cargo at night, time so lost shall not count as used laytime; if the Charterer, shipper or consignee prohibits loading or discharging at night, time so lost shall count as used laytime. Time consumed by the vessel in moving from loading or discharge port anchorage to her loading or discharge berth, discharging ballast water or slops, will not count as used laytime.

8. **DEMURRAGE.** Charterer shall pay demurrage per running hour and pro rata for a part thereof at the rate as specified in Part I for all time that loading and discharging and used laytime as elsewhere herein provided exceeds the allowed laytime otherwise herein specified. If, however, demurrage shall be incurred at ports of loading and/or discharge by reason of fire, explosion, storm or by a strike, lockout, stoppage or restraint of labor or by breakdown of machinery or equipment in or about the plant of the Charterer, shipper, shipper or consignee of the cargo, the rate of demurrage shall be reduced one-half of the amount stated in Part I per running hour or pro rata for part of an hour for demurrage so incurred. The Charterer shall not be liable for any demurrage for delay caused by strike, lockout, stoppage or restraint of labor for Master, officers and crew of the Vessel or tugboat or pilots.

9. **SAFE BERTHING-SHIFTING.** The vessel shall load and discharge at any safe place or wharf, or alongside vessels or lighters reachable on her arrival, which shall be designated and procured by the Charterer, provided the Vessel can proceed thereto, lie at, and depart therefrom always safely afloat, any lighterage being at the expense, risk and peril of the Charterer. The Charterer shall have the right of shifting the Vessel at ports of loading and/or discharge from one safe berth to another on payment of all forage and pilotage shifting to next berth, charges for running lines on arrival at and leaving that berth, additional agency charges and expense, customs overtime and fees, and any other extra port charges or port expenses incurred by reason of using more than one berth. Time consumed on account of shifting shall count as used laytime except as otherwise provided in Clause 15.

10. **PUMPING IN AND OUT.** The cargo shall be pumped into the Vessel at the expense, risk and peril of the Charterer, and shall be pumped out of the Vessel at the expense of the Vessel, but at the risk and peril of the Vessel only so far as the Vessel's permanent hose connections, where delivery of the cargo shall be taken by the Charterer or its consignee. If required by Charterer, Vessel after discharging is to clear shore pipe lines of cargo by pumping water through them and time consumed for this purpose shall apply against allowed laytime. The Vessel shall supply her pumps and the necessary power for discharging in all ports, as well as necessary hands. However, should the Vessel be prevented from supplying such power by reason of regulations prohibiting fires on board, the Charterer or consignee shall supply, at its expense, all power necessary for discharging as well as loading, but the Owner shall pay for power supplied to the Vessel for other purposes. If cargo is loaded from lighters, the Vessel shall furnish steam at Charterer's expense for pumping cargo into the Vessel, if requested by the Charterer, providing the Vessel has facilities for generating steam and is permitted to have fires on board. All overtime of officers and crew incurred in loading and/or discharging shall be for account of the Vessel.

11. **HOSES, MOORING AT SEA TERMINALS.** Hoses for loading and discharging shall be furnished by the Charterer and shall be connected and disconnected by the Charterer, or, at the option of the Owner, by the Owner at the Charterer's risk and expense. Laytime shall continue until the hoses have been disconnected. When Vessel is to load or discharge at a sea terminal, the Vessel shall be properly equipped at Owner's expense for loading or discharging at such place, including suitable ground tackle, mooring lines and equipment for handling submarine hoses.

12. **DUES-TAXES-WHARFAGE.** The Charterer shall pay all taxes, dues and other charges on the cargo, including but not limited to Customs overtime or other Venezuelan Habilitation Tax, C.I.M. Taxes at Le Havre and Portuguese Imposto de Comercio Maritimo. The Charterer shall also pay all taxes on freight at loading or discharging ports and any unusual taxes, assessments and governmental charges which are

neglect, default or battery of the Master, pilots, mariners or other servants of the Owner in the navigation or management of the Vessel; fire, unless caused by the personal design or neglect of the Owner, collision, stranding or peril, danger or accident of the sea or other navigable water, saving or attempting to save life or property, wastage in weight or bulk, or any other loss or damage arising from inherent defect, quality or vice of the cargo, any act or omission of the Charterer or Owner, shipper or consignee of the cargo, their agents or representatives; insufficiency of packing, insufficiency or inadequacy of marks, explosion, bursting of boilers, breakage of shafts, or any latent defect in hull, equipment or machinery, unseaworthiness of the Vessel unless caused by want of due diligence on the part of the Owner to make the Vessel seaworthy or to have her properly manned, equipped and supplied; or from any other cause of whatsoever kind arising without the actual fault or privity of the Owner. And neither the Vessel nor Master or Owner, nor the Charterer, shall, unless otherwise in this Charter expressly provided, be responsible for any loss or damage or delay or failure in performing hereunder, arising or resulting from: Act of God, act of war, perils of the seas, act of public enemies, pirates or assaulting thieves, arrest or restraint of princes, rulers or people; or seizure under legal process provided bond is promptly furnished to release the Vessel or cargo; strike or lockout or stoppage or restraint of labor from whatever cause, either partial or general, or riot or civil commotion.

20. ISSUANCE AND TERMS OF BILLS OF LADING

(a) The Master shall, upon request, sign Bills of Lading in the form appearing below for all cargo shipped but without prejudice to the rights of the Owner and Charterer under the terms of this Charter. The Master shall not be required to sign Bills of Lading for any port which the Vessel cannot enter, remain at and leave in safety and always afloat nor for any blocked port.

(b) The carriage of cargo under this Charter Party and under all Bills of Lading issued for the cargo shall be subject to the statutory provisions and other terms set forth or specified in sub-paragraphs (i) through (vii) of this clause and such terms shall be incorporated verbatim or be deemed incorporated by the reference in any such bill of Lading. In such sub-paragraphs and in any Act referred to therein, the word "carrier" shall include the Owner and the Charterer Owner of the Vessel.

(i) **CLAUSE PARAMOUNT.** This Bill of Lading shall have effect subject to the provisions of the Carriage of Goods by Sea Acts of the United States, approved April 16, 1936, except that if this bill of Lading is issued at a place where any other Act, ordinance or legislation gives statutory effect to the International Convention for the Unification of Certain Rules relating to Bills of Lading at Brussels, August 1924, then this bill of Lading shall have effect, subject to the provisions of such Act, ordinance or legislation. The applicable Act, ordinance or legislation (hereinafter called the "Act") shall be deemed to be incorporated herein and nothing herein contained shall be deemed a surrender by the Owner of any of its rights or immunities or an increase of any of its responsibilities or liabilities under the Act. If any term of this Bill of Lading be repugnant to the Act to any extent, such term shall be void to that extent but no further.

(ii) **JASON CLAUSE.** In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Owner is not responsible, by statute, contract or otherwise, the cargo shippers, consignees or owners of the cargo shall contribute with the Owner in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo. If a salving ship is owned or operated by the Owner, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the Owner or his agents may deem sufficient to cover the estimated contribution of the cargo and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the cargo to the carrier before delivery.

(iii) **GENERAL AVERAGE.** General Average shall be adjusted, stated and settled according to York/Antwerp Rules 1950 and, as to matters not provided for by those rules, according to the laws and usages at the port of New York or at the port of London, whichever place is specified in Part I of this Charter. If a General Average statement is required, it shall be prepared at such port or place in the United States or United Kingdom, whichever country is specified in Part I of this Charter, as may be selected by the Owner, unless otherwise mutually agreed, by an Adjuster appointed by the Owner and approved by the Charterer. Such Adjuster shall attend to the settlement and the collection of the General Average, subject to customary charges. General Average Agreements and/or security shall be furnished by Owner and/or Charterer, and/or Owner and/or Consignee of cargo, if requested. Any cash deposit being made as security to pay General Average and/or salvage shall be remitted to the Average Adjuster and shall be held by him at his risk in a special account in a duly authorized and licensed bank at the place where the General Average statement is prepared.

(iv) **BOTH TO BLAME.** If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, mariner, pilot or the servants of the Owner in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder shall indemnify the Owner against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or recovered by the other or non-carrying ship or her owners as a result of their claim against the carrying ship or Owner. The foregoing provisions shall also apply where the owners, operators or those in charge of any ships or objects other than, or in addition to, the collision ships or object are at fault in respect of a collision or contact.

(v) **LIMITATION OF LIABILITY.** Any provision of this Charter to the contrary notwithstanding, the Owner shall have the benefit of all limitations of, and exemptions from, liability accorded to the owner or chartered owner of vessels by any statute or rule of law for the time being in force.

(vi) **W.A.R. RISKS.** (a) If any port of loading or of discharge named in this Charter Party or to which the Vessel may properly be ordered pursuant to the terms of the Bills of Lading be blockaded, or

(b) If owing to any war, hostilities, warlike operations, civil war, civil commotions, revolutions or the operation of international law (a) entry to any such port of loading or of discharge or the loading or discharge of cargo at any such port be considered by the Master or Owners in his or their discretion dangerous or prohibited or (b) it be considered by the Master or Owners in his or their discretion dangerous or impossible for the Vessel to reach any such port of loading or discharge—The Charterers shall have the right to order the cargo or such part of it as may be affected to be loaded or discharged at any other safe port of loading or of discharge within the range of loading or discharging ports respectively established under the provisions of the Charter Party (provided such other port is not blockaded or, in any event, there is no loading or discharge of cargo thereat is not in the Master's or Owner's discretion dangerous or prohibited). If in respect of a port of discharge no orders be received from the Charterers within 48 hours after they or their agents have received from the Owners a request for the nomination of a substitute port, the Owners shall then be at liberty to discharge the cargo at any safe port which they or the Master may in their or his discretion decide on (whether within the range of discharging ports established under the provisions of the Charter Party or not) and such discharge shall be deemed to be due fulfillment of the contract or contracts of affreightment so far as cargo so discharged is concerned. In the event of the cargo being loaded or discharged at any such other port within the respective range of loading or discharging ports established under the provisions of the Charter Party, the Charter Party shall be read in respect of freight and all other conditions whatsoever as if the voyage performed were that originally designated. In the event, however, that the Vessel discharges the cargo at a port outside the range of discharging ports established under the provisions of the Charter Party, freight shall be paid as for the voyage originally designated and all extra expenses involved in reaching the actual port of discharge and/or discharging the cargo thereat shall be paid by the Charterers or Cargo Owners. In the latter event the Owners shall have a lien on the cargo for all such extra expenses.

(c) The Vessel shall have liberty to comply with any directions or recommendations as to departure, arrival, routes, ports of call, stoppages, destinations, zones, waters, delivery or manning otherwise whatsoever given by the government of the nations under whose flag the Vessel sails or of any government or local authority including any de facto government or local authority or of any government or authority or by any committee or person having under the terms of the war risks insurance on the vessel the right to give any such directions or recommendations. If by reason of or in compliance with any such directions or recommendations, anything is done or is not done which shall not be deemed a deviation.

(d) If by reason of or in compliance with any such direction or recommendation the Vessel does not proceed to the port or ports of discharge originally designated or to which the cargo may have been ordered pursuant to the terms of the Bills of Lading, the Vessel may proceed to any safe port of discharge, which the Master or Owners in his or their discretion may decide on and there discharge the cargo. Such discharge shall be deemed to be due fulfillment of the contract or contracts of affreightment and the Owners shall be entitled to freight as if discharge had been effected at the port or ports originally designated or to which the cargo may have been ordered pursuant to the terms of the Bills of Lading. All water

[illegible]

14. (a) CARGO EXCLUDED AND LIMITS. Cargo shall not be shipped which has a vapor pressure at one hundred degrees Fahrenheit (100°F.) in excess of thirteen and one-half pounds (13.5 lbs.) as determined by the current A.S.T.M. Method (acid) 1324.

(6) FLASH POINT. Cargo having a flash point under one hundred and fifteen degrees Fahrenheit (158° F) (closed cup) A.S.T.M. Method D 56 shall not be loaded from lighters but this clause shall not restrict the Charterer from loading or topping off Crude Oil from vessel or cargo inside or outside the bar at any port or place where bar conditions exist.

11. (5) ICE. In case port of loading or discharge should be inaccessible owing to ice, the Vessel shall direct her course according to Master's judgment, notifying by telegraph or radio, if available, the Charterer, Shipper or consignee, who is bound to telegraph or radio orders for another port, if free from ice from the place where there are facilities for the loading or reception of the cargo in bulk. The whole of the time occupied from the time the Vessel is diverted by reason of the ice until her arrival at an ice free port of loading or discharge, as the case may be, shall be paid for by the Charterer at the demurrage rate stipulated in Part I.

(b) In the event of ice the Master considers it dangerous to enter or remain at any loading or discharging place for fear of the Vessel being frozen in or damaged, the Master shall communicate by telegraph or radio, if available, with the Charterer, shipper or consignee of the cargo, who shall telegraph or radio him in reply, giving orders to proceed to another port as per Clause 14 (a) where there is no danger of ice and where the cargo needs necessary facilities for the loading or reception of the cargo in bulk, or to remain at the original port at their risk, and in either case Charterer to pay for the time that the Vessel may be delayed, at the demurrage rate stipulated in Part I.

15. **TWO OR MORE PORTS COUNTING AS ONE.** To the extent that the freight rate standard of reference specified in Part I F hereof provides for special groupings or combinations of ports or terminals, any two or more ports or terminals within each such grouping or combination shall count as one port for purposes of calculating freight and demurrage only, subject to the following conditions:

(8) Charterer shall pay freight at the highest rate payable under Part I F hereof for a voyage between the loading and discharge ports used by Charterer.

(b) All charges normally incurred by reason of using more than one berth shall be for Charterer's account as provided in Clause 9 hereof.

(c) Time consumed shifting between the ports or terminals within the particular grouping or combination shall not count as used laytime.

16. **GENERAL CARGO.** The Charterer shall not be permitted to ship any packaged goods or non-liquid bulk cargo of any description; the cargo the Vessel is to load under this Charter is to consist only of liquid bulk cargo as specified in Clause 1.

17. (a). **QUARANTINE.** Should the Charterer send the Vessel to any port or place where a quarantine exists, any delay thereby caused to the Vessel shall count as used laytime; but should the quarantine not be declared until the Vessel is on passage to such port, the Charterer shall not be liable for any resulting delay.

(b) **FUMIGATION.** If the Vessel, prior to or after entering upon this Charter, has docked or docks at any wharf which is not rat-free or stegomyia-free, she shall, before proceeding to a rat-free or stegomyia-free wharf, be fumigated by the Owner at his expense, except that if the Charterer ordered the Vessel to an infected wharf the Charterer shall bear the expense of fumigation.

18. **CLEANING.** The Owner shall clean the tanks, pipes and pumps of the Vessel to the satisfaction of the Charterer's Inspector. The Vessel shall not be responsible for any admixture if more than one quality of oil is shipped, nor for leakage, contamination or deterioration in quality of the cargo unless the admixture, leakage, contamination or deterioration results from (a) unseaworthiness existing at the time of loading or at the inception of the voyage which was discoverable by the exercise of due diligence, or (b) error or fault of the servants of the Owner in the loading, care or discharge of the cargo.

19. GENERAL EXCEPTIONS CLAUSE. The Vessel, her Master and Owner shall not, unless otherwise in this Charter expressly provided, be responsible for any loss or damage, or delay or failure in performing hereunder, arising or resulting from:— any act.

21. L118. The Owner shall have an absolute lien on the cargo for all freights, deadfreights, demurrages and costs, including attorney fees, of recovering the same, which lien shall continue after delivery of the cargo into the possession of the Charterer, or of the holder, is of any Bill of Lading covering the same or of any stowage-man.

23. **BREACH.** Damages for breach of this Charter shall include all provable damages, and all costs of suit and attorney fees incurred in any action hereunder.

24. **ARBITRATION.** Any and all differences and disputes of whatsoever nature

arising out of this Charter shall be put to arbitration in the City of New York or in the City of London whichever place is specified in Part I of this charter pursuant to the laws relating to arbitration there in force, before a board of three persons, consisting of one arbitrator to be appointed by the Government of each of the States.

be appointed by the Owner, one by the Charterer, and one by the two so chosen. The decision of any two of the three on any point or points shall be final. Either party hereto may call for such arbitration by service upon any officer of the other, wherever he may be found, of a written notice specifying the name and address of the arbitrator chosen by the

the fast moving party and a brief description of the disputes or differences which such party desires to put to arbitration. If the other party shall not, by notice served upon an officer of

the first moving party within twenty days of the service of such first notice, appoint its arbitrator to arbitrate the dispute or differences specified, then the first moving party shall have the right without further notice to appoint a second arbitrator, who shall be a disinterested person with respect to the same or a related affair.

interested person with precisely the same force and effect as if said second arbitrator has been appointed by the other party. In the event that the two arbitrators fail to appoint a third arbitrator within twenty days of the appointment of the second arbitrator, either arbitrator may apply to a Judge of any court of maritime jurisdiction in the city above

mentioned for the appointment of a third arbitrator, and the appointment of such arbitrator by such Judge on such application shall have precisely the same force and effect as if such arbitrator had been appointed by the two arbitrators. Until such time as the arbitrators

finally close the hearings either party shall have the right by written notice served on the arbitrators and on an officer of the other party to specify further disputes or differences under this Charter for hearing and determination. Awards made in pursuance to this clause may include costs, including a reasonable allowance for attorneys' fees and costs.

may include costs, including a reasonable allowance for attorney's fees, and judgment may be entered upon any award made hereunder in any Court having jurisdiction in the premises.

25. SUBLET. Charterer shall have the right to sublet the Vessel. However, Charterer shall always remain responsible for the fulfillment of this Charter in all its terms and conditions.

26. **OIL POLLUTION CLAUSE.** Owner agrees to participate in Charterer's program covering oil pollution avoidance. Such program prohibits discharge overboard of all oily water, oily ballast or oil in any form of a persistent nature, except under extreme circumstances whereby the safety of the vessel, cargo or life at sea would be imperiled.

Upon notice being given to the Owner that Oil Pollution Avoidance controls are required, the Owner will instruct the Master to retain on board the vessel all oily residues from consolidated tank washings, dirty ballast, etc., in one compartment, after separation of all possible water has taken place. All water separated to be discharged overboard.

If the Charter requires that demulsifiers shall be used for the separation of oil/water, such demulsifiers shall be obtained by the Owner and sold for the Company.

The oil residues will be pumped ashore at the loading or discharging terminal, either as segregated oil, dirty ballast or co-mingled with cargo as it is possible for Charterers to arrange. If it is necessary to retain the residue on board, no mingling with cargo is to be allowed.

Should it be determined that the residue is to be co-mingled or segregated on board, the Master shall arrange that the quantity of tank washings be measured in conjunction with

The Charterer agrees to pay freight as per the terms of the Charter Party on any

consolidated tank washings, dirty ballast, etc., retained on board under Charterer's instructions during the loaded portion of the voyage up to a maximum of 1% of the total deadweight of the vessel that could be legally carried for such voyage. Any extra expenses incurred by the vessel at loading or discharging shall be for Charterer's account.

incurred by the vessel at loading or discharging port in pumping ashore oil residues shall be for Charterer's account, and extra time, if any, consumed for this operation shall count as used laytime.

BILL OF LADING •

Shipped in apparent good order and condition by

on board the **Steamship**

whereof _____ is Master, at the port of _____

to be delivered at the port of

or so near thereto as the Vessel can safely get, always afloat, unto

or order on payment of freight at the rate of

This shipment is carried under and pursuant to the terms of the contract charter dated New York/London

Charterer, and all the terms whatsoever of the said contract charter except the rate and payment of freight specified therein apply to and govern the rights of the parties concerned in this shipment.

In witness whereof the Master has signed _____ Bills of Lading
of this tenor and date, one of which being accomplished, the others will be void.

Dated at _____ this _____ day of _____
_____ Master

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

ESSO NEDERLAND b.v.,	:	<u>R E S C R I P T</u>
Plaintiff,	:	
-against-	:	DEPOSITION UPON
	:	<u>WRITTEN CROSS QUESTIONS</u>
M.T. TRADE FORTITUDE, her engines,	:	75 Civ. 572 (MEF)
boilers, etc., and MARASTRO COMPANIA	:	
NAVIERA, S.A.,	:	
Defendants.	:	

-----X

DEFENDANTS CROSS WRITTEN QUESTIONS
TO BE ANSWERED BY MR. J. van KRIMPEN

Cross questions to be propounded on behalf of defendants to Mr. J. van Krimpen at the taking of his deposition before the Consul, Vice Consul, or Consular Officer of the United States or other person authorized to administer oaths at the office of the United States Consulate in the City of Rotterdam, The Kingdom of the Netherlands.

1. With reference to the information sought to be elicited from you in Question No. 4 state:

a. How long had you been employed?

b. By whom were you employed prior to such employment?

If there is more than one prior employer, please indicate the names of each such employer and the period of time employed by each.

c. Your educational background, including all universities or colleges attended, degrees earned and major fields of study.

a. 16 years

b. P.T.T. - 2 years

Gemeente Vlaardingen - 1 year

Bosboom Tuinarchitectuur - 3 years

Military Service - 2 years

P.T.T. - 2 years

c. Primary school - 6 years

Secondary school (MULO) - 2 years

Several courses in garden architecture - Dutch "diploma"

Evening classes in management technics - 4 years - Dutch "diploma's"

Instituut Sociale Wetenschappen

Major field of study: 16 years' job training in present office (Dr. A. Verwey)

2. With reference to the information sought to be elicited from you in Question No. 6 state:

- a. How long you had been employed in that capacity?
 - b. Your duties, functions and responsibilities in that capacity.
 - c. The capacity and your duties, functions and responsibilities in such capacity with respect to each of the employers referred to in Cross Question No. 1 (b).
- a. 3 years. I was a part of the line sample team during collecting and analysis of the sample.
- b. in charge of a few surveyors in this section of Dr. A. Verwey's business; responsibility: the whole survey has to go smoothly, keeping contact between principals and Dr. A. Verwey (acting as liaison) and the surveyors.
- c. I have stated my qualifications before my present job, my present job has nothing to do with my previous jobs, No 7 they are not related to each other in any way.

3. With reference to the information sought to be elicited from you in Question No. 8, describe in detail the functions which you personally and actually performed and describe in detail the functions which any co-worker may have personally and actually performed. If co-workers did assist you, give their name, address, title, training, educational background and length of time employed.

I received the instructions from Esso Nederland b.v. for carrying out a survey on board the "TRADE FORTITUDE", in accordance with their standard instructions. The instructions were passed on to a surveyor on duty, in this case Mr J.A. v.d. Winden. His address is: c/o Chemical Laboratory "Dr. A. Verwey", Coolhaven 32, Rotterdam-6, the Netherlands. Further details are not known to me.

4. With reference to the information sought to be elicited from you in Question No. 9, state separately with reference to both the light and medium Nigerian crude oil:

- a. Whether you were the only person who participated in such testing and measurement.

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b. If the answer to "a" above is in the negative, give the name, address, title, training, educational background, employer and length of time so employed by each such person who assisted.

c. Describe in detail the exact procedure used in testing and measuring and each procedure which you personally performed.

d. How did you determine that the cargo was discharged into tanks numbered 903 and 960?

e. Who is the owner and/or lessor of tanks 903 and 960?

f. Did you determine the quantity of oil in tanks 903 and 960 prior to discharge into said tanks by the Trade Fortitude?

g. If the answer to "f" is in the affirmative, describe in detail how you made such a determination.

h.

Did you personally test or measure the quantity of oil in tanks 903 and 960 prior to discharge of the Trade Fortitude? Describe the procedure used and the results thereof.

1. Did you test or measure the water content in tanks 903 and 960 prior to discharge by Trade Fortitude? Describe the procedure used and the results thereof.

j. What type of oil was in tanks 903 and 960 prior to discharge by the Trade Fortitude?

k. How long had such oil been in each of said tanks?

1. Did you test the gauge or other measuring devices, if any, for accuracy, located at tanks 903 and 960? Describe the test, when conducted and the results thereof.

a. no

b. Mr J.A. v.d. Winden, c/o Chemical Laboratory "Dr. A. Varvey", Rotterdam.
Training and educational background not known to me.

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c. I made out a report after the actual survey was completed, my report was based on written and verbal information received from the surveyor in charge. I checked the various calculations as stated in my report.

The exact procedure used in testing and measuring is now known to me, because it was performed by a chemist of the laboratory and I do not know who it was.

d. It was determined by the surveyor in charge, not by me personally.

e. Europoort Maatschap Chevron Esso Rotterdam.

f. It was determined by the surveyor in charge.

g. -

h. No.

i. No.

j. I do not know.

k. Unknown to me.

l. These tanks are regularly tested by the Dutch Inspection of Weight and Measurements, not by Dr. A. Verwey.

5. With reference to the information sought to be elicited from you in Question No. 10, describe in detail each and every basis for the conclusion so reached.

How I reached my conclusion is stated on page No 9 of my report (Plaintiff's exhibit No 1).

6. With reference to the information sought to be elicited from you in Question No. 12, state:

a. Describe in detail the test so conducted.

b. Describe in detail (i) where the test was conducted, (ii) whether you personally conducted it, and if not, the name, address, title, training, educational background and length of time employed by each person who assisted you, (iii) how and from where the sample used in testing was obtained, (iv) the name, address, title, training, educational background and length of time employed by each person who had possession of the sample, (v) the location of the sample now (vi) any written calculations, reports, etc., with respect to said test.

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To the sixth interrogatory he said:

- a. I cannot describe the test, because it was carried out in the laboratory, by one of Dr. Verwey's chemists.
- b. In Dr. Verwey's Laboratory (i)
I did not personally conduct it; name of person unknown to me (ii)
The sample was a part of the line sample drawn during unloading operations and the procedure of dividing the samples is stated in the last paragraph on page No 2 of my report (iii)
The surveyor in charge, myself and Dr. Verwey's chemist, further details unknown (iv)
I may presume that the sample has already been destroyed; maybe that other parts of the same sample are kept in store elsewhere, e.g. with Esso Nederland b.v. (v)
The report of said test is included in my report on page No 7 and page No 14 (vi)

7. With reference to the information sought to be elicited from you in Question No. 15, state how you calculated the quantity in long tons.

Kilograms discharged divided by 2204.62, multiplied by 2240.

8. With reference to the information sought to be elicited from you in Question No. 16, state how you calculated the quantity in U.S. barrels at 60° F.

In accordance with ASTM D 1250, table 52.

9. With reference to the information sought to be elicited from you in Question No. 17, describe in detail each and every basis for the conclusion so reached.

As stated in my report on page No 16, with the remark that the actual gaugings were carried out by the surveyor in charge.

10. With reference to the information sought to be elicited from you in Question No. 19, state:

- a. Describe in detail the test so conducted.

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b. Describe in detail (i) where the test was conducted, (ii) whether you personally conducted it, and if not, the name, address, title, training, educational background and length of time employed by each person who assisted you, (iii) how and from where the sample used in testing was obtained, (iv) the name, address, title, training, educational background and length of time employed by each person who had possession of the sample, (v) the location of the sample now (vi) any written calculations, reports, etc., with respect to said test.

a. I cannot.

b. In Dr. Verwey's laboratory (1)
Same answers as before: (ii), (iii), (iv), (v) and (vi) - 6 b.

11. With reference to the information sought to be elicited from you in Question No. 22, state how you calculated the quantity in long tons.

As stated before (7)

12. With reference to the information sought to be elicited from you in Question No. 23, state how you calculated the quantity in U.S. barrels at 60° F.

As stated before (8).

13. With reference to the information sought to be elicited from you in Question No. 24 state:

a. The name, address, title, training, educational background and employer of each and every person who assisted you, if any, in preparation of said report and describe in detail the assistance each person performed.

b. The name and address of the person, firm or corporation who employed you to prepare such report and the terms of your employment.

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a. No one.

b. Dr. Verwey; in my function as senior inspector.

14. With reference to the information sought to be elicited from you in Question 29, if your answer is in the affirmative state:

a. The nature and extent of the inspection describing the piping arrangement inspected, the location thereof, the type of test conducted, if any, and the names, addresses, title and employer of any person who may have assisted you in such inspection.

To clarify my answer to subject question No 29:

As stated before, the actual survey was carried out by Mr J.A. v.d. Winden.

15. With reference to the information sought to be elicited from you in Question No. 30, if your answer is in the affirmative describe in detail any such defects, the location thereof, and what action, if any, was taken to correct said defects.

To the fifteenth interrogatory he said:

- No Answer .

16. With reference to the information sought to be elicited from you in Question No. 31, if your answer is in the affirmative describe in detail the leaks you observed, giving the location of said leaks, how long they existed and what action. if anv. was taken to stop the leaks.

To the sixteenth interrogatory he said:

- No Answer

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With reference to the information sought to be elicited from you in Question No. 32, if your answer is in the affirmative describe in detail any such reports and if in writing annex a copy to your answer.

To the seventeenth interrogatory he said:

No Answer

18. With reference to the information sought to be elicited from you in Question No. 33 describe in detail:

(a) How you ascertained whether there was or was not cargo in the piping arrangement running from the ships flange to shore tanks 903 and 960.

(b) If there was cargo in such piping arrangement, describe in detail how you ascertained the amount thereof and whether you tested such cargo for water content.

(c) Describe in detail how you tested for water and the results of such test.

a. As stated before, the shore lines are airvented before and after discharge from each supplying vessel. After this operation, all lines are considered to be full of oil.

b. The amount is not known to me and no samples of this amount have been drawn.

c. The sample is drawn as stated in my report on page No 2, last paragraph, to which I want to remark that no part of the line contents before discharge was sampled, as the sampler is situated very close to the jetty and set into operation a few minutes after the vessel starts pumping, so no part of any oil present in the line before subject discharge of the "TRADE FORTITUDE" can be absorbed in subject line sample. The tests on water content of the individual samples are carried out in the ~~my~~ laboratory, as stated before. The results of the tests are stated on page No 7 and page No 14 of my report

19. With reference to the information sought to be elicited from you in Question No. 34 describe in detail:

(a) How you ascertained whether there was cargo in the said piping arrangement.

(b) How you ascertained the amount thereof.

(c) Whether the said cargo was included in your calculation with respect to your answers to Questions 10 through 23.

a. See my reply to question No ^A18.

b. See my reply to question No ^R18.

c. As the shore lines are full before and after discharge, these volumes are not to be taken into account.

Dated: New York, New York
April 19, 1976

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